

## 21<sup>st</sup> Annual Montana Breeders Group, LLC

### AQHA Horse Sale – Consignors Contract

MBG Sale Date Saturday, Sept 14, 2019
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I request consignment of the horse(s) listed herein and by so doing agree to be bound by the rules and conditions of the Montana Breeders Group, LLC (MBG) Horse Sale, a Montana Bonded and Licensed Horse Sale. As Seller I understand and:

1) I agree to indemnify, defend and hold MBG and Rocky Mountain Breeders Association (RMBA), its directors, employees, officers, agents and representatives harmless from all loss, damage, expense, costs, fines, penalties, actions (including any attorney's fees) and claims for injury to persons (including injury resulting death) and damage to property (including property of MBG and its customers) arising out of or in any way connected with the Sale (including any liens, attachments or claims against net proceeds), transfer of ownership, loading, handling, transportation or unloading of consignors animals.

2) I agree also that all title to, interest in and responsibility of each consignment shall remain with me until the fall of the gavel or other such customary manner of announcement of the completion of the Sale. I warrant title to each horse free from all adverse claims to ownership, use or possession and agree to defend title against all claims.

3) I agree to be bound by this "Consignors Contract", which I have read and further agree to hold RMBA and MBG harmless from any damage to me or my property in the event that unusual, unforeseen circumstances result in the change of location, change in time or date, cancellation or similar modification of this named Sale.

4) I agree that MBG shall deduct from my account and retain Sale commission of 5% of the last bid of my consignment or \$150.00 whichever is greater. Any consigned horse(s) accepted by MBG for the 2019 Sale must go through the Sale ring, unless screened out by the MBG Sale committee due to injury or sickness. Any horse not reaching a final bid of \$500.00 or consignors requested bottom price will be passed out of the ring with a commission fee of \$150.00 still due to be paid by consignor. All Sold horses will transfer with the new owner paying the AQHA \$20.00 Transfer fee and a \$10.00 MT State Brand inspection fee(s) per horse. Registration papers will be sent with a signed transfer to AQHA, No Exceptions.

5) I agree that MBG shall have the power:

A - To reject an entry at any time due to horse's illness or unsoundness

B - To determine Sale order of all entries.

C - To assign or change stabling facilities as they deem necessary.

D - To make any special announcements at time of Sale concerning an entered animal which in the opinion of MBG are deemed appropriate.

Any horse consignment not selected will have entire horse Consignment fee returned.

6) By June 08, 2019, I agree to deliver to MBG for consignment and cataloging of each horse the following:

**A - A \$150.00 Consignment Fee for each horse. Consignment/Catalog fees are Non-refundable after June 29, 2018.**

**B - RMBA membership 50.00 (We are required by the State to have a Non Profit sponsor).**

**C - AQHA original Registration Certificate(s) of each horse. No consignment will be cataloged until submission of Original AQHA Registration papers, except for 2019 Weanlings. (If Weanling registrations are not back from AQHA, please submit a Signed copy of their AQHA Applications for registration.**

**D - Signed Original AQHA Transfer(s)**

**E - Signed AQHA Breeder's Certificates for each Broodmare by September 07, 2019.**

**F - Recent original Digital Photo emailed to RMBA office (info@montanarmba.org) no later July 8, 2019.**

**G - Signed 2019 Sale Contract, Consignment Application/Pedigree forms.**

7) Due to Out of state Shipping and Health Requirements, I agree to deliver to the management before the Sale on Saturday, September 14, 2019 the following with each consigned horse:

\* Current Brand Inspection within last six months or a current MT Market Permit.

\* *Negative ACID Coggins test* within the last Six Months is a Must!

\* A Signed Current Health Report within last 21 days. List each horse on a separate sheet.

\* Broodmares are required to have a Current Ultrasound Status within last 30 days prior to Sale date.

\* We recommend you bring Medical records for each horse that will be given to new buyer. We will mail you blank forms a few weeks prior to the Sale. We recommend each horse has a West Nile vaccination also.

8) I understand that No horses will be allowed in or near the Livestock Pavilion that are NOT consigned to the Sale.

9) I understand that it is the responsibility of the consignor to supply each consigned Sale horse a new halter /lead rope or one will be supplied at a \$35.00 fee to the consignor.

10) I further agree that MBG without duty or investigation may accept Visa/Mastercard, Debit cards, Personal checks or Cash in US Funds from any bidder. I further agree MBG does not guarantee payment of said checks and has no Legal obligation to collect said checks other than representing said checks for payment and the retention of Registration papers pending payment. I acknowledge that payment of Net proceeds will be made out to Horse owners when all bidder checks clear the bank pursuant to normal banking procedures and Brand manifestations are cleared. (Approximately 20 days from Sale date). I also understand that all bidder payments for said consignments will be deposited in the Montana Breeders Group Custodial Account, held in Trust at the First State Bank, Shelby, MT until all bidders' credit cards or checks have cleared as required by Federal law.

11) I understand that all Cataloged horses sell with any or all guarantees strictly between the Buyer and Seller and that all horses will be sold in accordance of the auction laws of State of Montana. The right to bid is reserved for all consignors in the Sale unless otherwise announced at time of the Sale.

12) I further agree to care for, feed and tend to my consignment from the time it arrives at the Sale grounds until it is SOLD. I further agree to be responsible for the leading and showing of my consignment during the Sale. MBG will provide each horse with a stall complete with shavings in the Livestock Pavilion.

13) I hereby acknowledge by my signature on the consignment form that I am fully aware of the laws of the State of Montana as they pertain to the drugging of horses. It is agreed that the court of jurisdiction in any legal matter will reside with the District Court, Cascade County, State of Montana.

14) I further acknowledge by my signature, that I have read all the foregoing terms and conditions of this Sale, and have signed this contract with full and complete understanding thereof, and agree to be bound by said terms and conditions. All information provided by me on this contract is true and accurate to the best my knowledge and belief.

Name of Consignor: \_\_\_\_\_ Tax ID# or SS#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Montana Breeders Group Horse Sale- Saturday, September 14, 2019 @ 1:00PM**

Make Consignor Checks Payable to: Montana Breeders Group, LLC  
Make Membership Checks Payable to: Rocky Mountain Breeders Association

Mail to: PO Box 835, Shelby, MT 59474

Email: [mcole@3rivers.net](mailto:mcole@3rivers.net)

Website: [www.mbgale@3rivers.net](http://www.mbgale@3rivers.net)

The night before the Sale please let the night watchman or the office know your Cell # \_\_\_\_\_ or

Phone# \_\_\_\_\_ where you can be located in case of any horse emergency.