

**\*CONSIGNMENT FEE \$175 - COMMISSION 10% - \$75 NO SALE FEE\***

# Great American Trail Horse Sale

**Open to All Breeds, Registered or Unregistered**



No stallions, no pregnant mares. Horses must be 4 years old or older.  
No Substitutions!

## Horse Sale

**Saturday, February 27, 2010 - 2:00 pm**  
**Virginia Horse Center, Lexington, Virginia**

**Saturday, February 27, - 11:00 am**

**Natural Trail Competition for Horses Consigned to Auction**  
**Competition Limited to 100 Entries\***

**\*Entries in the competition will be lots 1-100 in the auction.**

Mail Contract to:

Turnbull Equine Productions  
PO Box 255  
Peachland, NC 28133

1-888-828-7653

Fax: 704-272-7185

Email: [ga.trailhorse@gmail.com](mailto:ga.trailhorse@gmail.com)

[www.greatamericantrailhorsesale.com](http://www.greatamericantrailhorsesale.com)

I, the undersigned, do hereby agree to the terms and conditions set forth in the consignment contract, and swear that all the information furnished regarding this entry is true and correct to the best of my knowledge, and I do agree and specifically warrant, unto sale management and also unto any subsequent purchasers that I have absolute and complete title to the entry listed on this contract. I further warrant that any signature or information given on any document pertaining to this entry is proper and correct. I have read and clearly understand and agree to abide by all the established conditions of this sale.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Consignor \_\_\_\_\_ Owner  Agent  (check one)

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

street or box

city

state

zip

**Consignment Fee \$175:** These entries begin after those entered in the competition.

Fee Enclosed. Fee may be paid by money order or personal check.

**Trail Competition Fee \$75:** This fee is in addition to the regular consignment fee. The trail competition is limited to 100 entries. These 100 entries will be lot numbers 1-100 in the auction on Saturday. If you wish to compete in the competition the fee must be included with submission of the contract.

I want to compete in the competition. My fee is enclosed.  I would like a tack stall. \$20 Fee enclosed.

Photo for website. First photo free. All others are \$15. Fee enclosed. ★ Please email all photo's.

**CATALOG REQUIREMENTS:** 12 month negative Coggins test required; registration papers and transfer if applicable.

Horse's Name \_\_\_\_\_ Breed \_\_\_\_\_

Year Foaled \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_

If applicable, complete the following:

Entry's Registration Number \_\_\_\_\_

Sire \_\_\_\_\_ Registration Number \_\_\_\_\_

Dam \_\_\_\_\_ Registration Number \_\_\_\_\_

Mail Sale Proceeds To:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ email \_\_\_\_\_



Please attach Owner's Statement (as it will appear in catalog) on a separate sheet of paper.



**CONSIGNMENT CONTRACT    PLEASE READ BEFORE SIGNING**

**CONSIGNMENT, COMMISSIONS, AND PAYMENT**

1. The Consignor releases Turnbull Equine Productions hereinafter referred to as TEP, Turnbull & Boyd Sale Management, Sale Facility, Auctioneers, employees and representatives from any and all responsibilities, liabilities, law suits, or legal proceedings arising from the sale of this horse. If legal action is initiated against TEP and Turnbull & Boyd Sales Management involving the sale of this horse, the consignor agrees to fully indemnify TEP and Turnbull & Boyd Sales Management from such suit, including legal fees and costs.
2. All consigned entries are eligible to compete in the natural trail competition on Saturday, February 27, 2010 (\$2000 added money). The fee to enter the trail competition is an additional \$75 and is limited to 100 entries. These 100 entries will be lots 1-100 in the auction.
3. All entries must have a 12 month negative Coggins test and a 30 day health certificate. Entries may be any breed, registered or not. Entries must be at least four (4) years old. No stallions. No pregnant mares. **NO SUBSTITUTIONS!** The consignor agrees to pay sale management a consignment fee of \$175.00. The consignment fee is non-refundable after acceptance by sale management. The consignment fee must accompany the consignment contract. When applicable the transfer report must be signed by the owner or legal agent. In the case of multiple transfers, the consignor will be responsible for all fees necessary to complete the transfer to the owner of the horse at the time of consignment. The transfer fee to the buyer will be the only transfer fee paid by the buyer. Sellers of non-registered horses will be required to sign a bill of sale.
4. Upon the sale of the horse to a bona fide buyer, the Consignor agrees to have deducted from any proceeds the commission of \$100 or 10% of the final bid whichever is greater. The commission is in addition to the consignment fee. Once the horse is on the sale grounds, **all sales transactions must be processed by the sale office.** All horses must go through the sale ring. **NO EXCEPTIONS!** If the final bid is not accepted by the Consignor, no commission is charged; however, a **\$75 NO SALE FEE** will be assessed. The consignor will be charged a commission for any horse consigned to the auction that was not sold at the auction, but sold to an active, registered buyer at the sale within 14 days following the auction. This transaction must be processed through the sales office to insure protection of the Consignor and the Buyer.
5. Proceeds from the sale will be paid and sent by regular mail to the appropriate recipient (see front of contract) no later than 11 banking days following the date of sale provided that any and all disputes have been resolved to the satisfaction of all parties. The Consignor agrees that if the payment of this horse is incomplete for any reason by the Buyer, Sale Management shall not be liable for the payment or the collection of the sale proceeds or the return or well being of said horse. Sale management shall make every effort to assist in the collection of the sale proceeds, recovery, or re-sale of the horse. The Consignor understands that Sale management does not guarantee the validity, payment or collection of any instrument received in payment of the sale proceeds of any horse.

**REPRESENTATION POLICIES:**

6. The Consignor shall declare any and all unsoundness, vices, physical defects and/or cosmetic alterations prior to the sale of the horse understanding that these statements will be announced. This shall include, but not be limited to, defects with eyes, breathing, cribbing, weaving, nerving, ridgeling, founder, overbite, navicular disease, ringbone, or cryptorchid, or any artificial enhancements. **A horse sold with one or more of these conditions that was not announced at the time of sale CAN be rejected by the Buyer within five (5) days of the date of sale and returned to the Consignor at the Buyer's expense. This rejection must be accompanied by a certificate from a qualified equine veterinarian and agreed upon by sale management, the Consignor and the Buyer. If the horse is rejected for any unsoundness or other misrepresentation, the commission will not be refunded to the Consignor.** There is no guarantee between consignor and buyer of compatibility or disposition.
7. HYPP Testing: Sale management recommends that horses that are the lineal descendant of the AQHA stallion IMPRESSIVE be tested for HYPP (Hyper-Kalemic Periodic Paralysis). The results of this test will be printed in the catalog and announced at time of sale.
8. Permission is hereby granted to the Sales Management to edit or add to the Owner's Statement furnished on this contract.

**OWNERSHIP AND TRANSFER:**

9. Consignor warrants clear title to the horse with transfer of ownership in order. Sale management must be informed of any and all liens at time of consignment. The Consignor retains ownership until the gavel falls. The Consignor is responsible for any feed, care, and presentation of the horse. Upon sale of the horse, Consignor will leave a halter for the Buyer. Should a Buyer default on the purchase or reject this horse after it is sold, the Consignor agrees to allow this horse to be auctioned a second time at the first available opportunity during the sale. Sale management, sales facility, or anyone else directly or indirectly involved with this sale assumes no liability for the horse whatsoever.
10. The Consignor has the right to turn down the final bid as a NO SALE. If the Consignor allows the Buyer to sign the sales ticket, the horse is considered sold. **NO EXCEPTIONS!**

**SALES MANAGEMENT:**

11. Horses will sell in catalog order. Sale management has the authority to assign stalls, reject any horse, make any announcements or additions to enhance the sale.
12. The Consignor releases TEP, Turnbull and Boyd Sale Management, Sale Facility and all its employees, representatives, and spectators from any responsibility for any accidents that may occur to horses or equipment, or for loss by fire, theft, injury or death to any human or animal in any way or manner.

**12 MONTH COGGINS TEST REQUIRED! 30 DAY HEALTH CERTIFICATE REQUIRED!  
NO PHOTOCOPIES! NO TESTING AT SALE!**

<b>For Office Use Only</b>			
Date Received	_____	Transfer	_____
Consignment Fees	_____	Coggins	_____
Registration Papers	_____		