



Consignment Deadline

October 15, 2008

www.midatlanticbreederssale.com

Sale Date

Dec. 12 & 13, 2008

Dedicated to the Promotion of Morgan Horses
Held at the PA Farm Show Building, corner of Cameron and McClay Streets, Harrisburg, PA.

AUCTION CONSIGNMENT AND SALES AGREEMENT

Consigned by _____ Agent _____
 Complete Address _____ Phone# _____
 Phone # _____
 Horse's Name _____
 Registration # _____ Stallion Gelding Mare
 D.O.B. / / Bred to: _____ Breeding date: _____

Owner's Statement: (Subject to editing)

Photos of consignments can be e-mailed as a jpeg file 300 dpi to photos@midatlanticbreederssale.com

Note: If Broodmare, State if in foal, Stallion bred to and last breeding date; Consignors of bred mares, see Important notice on reverse side.

PLEASE INCLUDE ORIGINAL REGISTRATION CERTIFICATE ALONG WITH CONTRACT. ORIGINAL REGISTRATION CERTIFICATE WILL NEED TO BE IN OUR OFFICE BEFORE SALE ENTRY CAN BE PROCESSED.

The sale committee of Mid-Atlantic Breeders Sale reserves the right to reject any horses for any reason including but not limited to: unsoundness, poor physical condition and improper documentation of health requirements. All horses must have a negative coggins test within six months of the sale and a health certificate within 30 days of the sale.

Consignment Fee: **\$150.00** (US Funds) Payable with return of contract (Non-refundable) after October 25th.

Comission: **8%** (\$200.00 minimum) Withdrawal Fee: **\$400.00**.

No Sale: 8% of last bid or \$200.00 whichever is greater.

Checks will be issued the day of the sale, provided all paperwork is strictly in order.

I enter the animal described above for sale at the auction to be held at Harrisburg, PA subject to conditions hereon, and on the reverse side of consignment and sales agreement which I acknowledge to have carefully read and examined, and which I fully accept and agree to be the contract between us.

Signature of owner or authorized agent: _____

Date: _____

Send consignments to:

Morgans
 Lebanon Valley Morgans
 David Lantz
 2605 Prescott Rd.
 Lebanon, PA 17042
 717-949-6882

**Call for vendors,
 and catalog ads**
 David Glick
 274 Cut Rd.
 Gap, PA 17527
 717-442-9680

For tack sale
 David Glick
 Millwood Morgans
 262 Cut Rd.
 Gap, PA 17527
 717-768-8860

Mid Atlantic Breeders Sale LLC
 Check in settlement payable to:

 Phone (____) _____

AGREEMENT

When used herein the consignor shall include any person entering an animal or animals in any sale conducted herein, including the owner or his agent signing the reverse side of this agreement; and Mid Atlantic Breeders Sale, LLC shall be referred to as M.A.B.S.

By entering an animal or animals in any sale conducted by M.A.B.S., the consignor or his agent signing the reverse side of this agreement, the consignor does thereby agree to the following terms and conditions.

The consignor agrees that all animals shall be at the place of sale in proper time, delivered free of expense to M.A.B.S.

The consignor agrees that after having consigned stock to the sale of M.A.B.S., he will not dispose of it by private sale, either prior or during the progress of sale. He also agrees that no animal will be withdrawn from the sale, except in case of injury or sickness, subsequent to the time of entry of sale, sufficient in nature to prevent realizing a fair price, and in case of withdrawal of any animal without the consent of this company, a \$400.00 withdrawal fee will be charged.

Consignor shall notify M.A.B.S. within twenty four hours if the horse develops a serious injury or serious disease after consignment which impairs its suitability for sale. Upon such occurrence, consignor shall make the request for withdrawal in writing as soon as practical after the onset of the condition and consignor determines that the horse is not suitable for sale. Consignor shall provide an affidavit of a licensed veterinarian which (1) states the date the animal was first examined for the condition, (2) specifically identifies the condition of the animal, and (3) states an opinion to a reasonable degree of scientific and medical certainty that the animal is suffering from serious injury or serious disease which renders the horse unfit for transportation and sale. Consignor shall submit the request for withdrawal and veterinarian affidavit to M.A.B.S. not later than twenty four hours prior to commencement of sale session.

The animals consigned to the sale of M.A.B.S. are entirely at the risk of the consignor until sold and fully paid for. The consignor is the responsible party, M.A.B.S. acting only as the agent. Consignor warrants title of each animal (including foals and foals in utero) free of any liens or encumbrances and agrees to defend title against all claims. Consignor warrants all information set forth herein regarding pedigrees, identity, engagements, etc. Consignor warrants that no animal is suffering from any contagious disease or is unsafe or vicious, will be sent to the sale. Consignor acknowledges that consignor is solely responsible for all information provided herein. Consignor agrees to indemnify and hold M.A.B.S. harmless from all costs, claims and expenses incurred because of question to title, pedigree, physical condition, identity, engagements or resulting from claims against the animal or proceeds from the sale.

The registration certificate of each animal listed as registered must be furnished with a clear title of ownership by the consignor. The consignor authorizes M.A.B.S. to act on his agent in the transfer of the registration certificate.

The consignor agrees that he will be present in person, or have a duly authorized representative present, to make true representations respecting each animal. In disputed cases involving the soundness of an animal or statement by consignor, M.A.B.S. will have the sole right to appoint an expert who shall decide the point at issue. The decision of the expert, and no other, shall be binding on both seller and buyer, and if the consignor is decided in wrong, he agrees to pay the examination fee, and that in case the animal is refused by a bidder on account of misrepresentation of the consignor, and the refusal is sustained by the referee, he will pay the full commission.

M.A.B.S. disclaims responsibility for errors and/or omissions by consignors or their agents and/or omissions in catalog.

TERMS OF COMMISSION

1. A commission of 8 percent on the highest bid will be charged for all horses sold. (\$200.00 minimum)
2. For "no sales" the consignor must pay 8 percent of the "no sale" figure or Two Hundred (\$200.00) whichever is greater.
3. Transfers will be deducted from consignor's account.
4. A minimum withdrawal fee of Four Hundred (\$400.00) will be charged for all "outs".

Checks will be issued the day of the sale, provided all paperwork is strictly in order.

IMPORTANT

All BRED mares must be accompanied by a certificate signed by a certified veterinarian, dated within 30 DAYS prior to sale, stating whether or not the mare is in foal. Should this certificate not be in M.A.B.S. office TWENTY FOUR hours before the mare sells, the mare will be examined by the veterinarian and this fee will be charged to the consignor's