



Sale Date: January 15-16, 2019
www.MorganHorseAuction.com

Consignment deadline: November 15, 2018
(or until a preferred number is reached)

LOCATION: PA Farm Show Complex
Corner of Cameron & McClay Streets, Harrisburg, PA

AUCTION CONSIGNMENT AND SALES AGREEMENT

Consignor/Owner

Address

City/State/Zip

Phone

Agent (leave blank if same as consignor)

Address

City/State/Zip

Phone

Name of Horse

Sire

Year Foaled Mare Gelding Stallion (circle one)

Dam

Reg. No. if applicable

Color

If mare is in foal, name of sire

Last breeding date(s) ***SEE IMPORTANT NOTICE ON REVERSE

Description

Photos of consignments can be e-mailed as a color JPG file at 300 dpi to photos@morganhorseauction.com

PLEASE INCLUDE ORIGINAL REGISTRATION CERTIFICATE ALONG WITH CONTRACT.
Original registration certificate will need to be in our office before sale entry can be processed.

Consignment Fee: \$150.00 (US Funds) Payable with return of contract (Non-refundable).
Commission: 7% (\$200.00 minimum, \$650 maximum) WITHDRAWAL FEE: \$400. No Sale: 7% of last bid or \$200.00, whichever is greater (\$650 maximum will be charged)

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: _____

Photos may accompany consignment form or eMail a 300dpi color JPG file to photos@morganhorseauction.com. Mail completed consignment form, copy of registration papers (if applicable), and consignment fee (checks made payable to Mid-Atlantic Morgan Horse Sale) to: **John David Fisher | Mid-Atlantic Morgan Sale | 2291 Hobson Rd. | Lancaster, PA 17602 | 717-293-5788.**

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 MABS.

By entering an animal or animals in any sale conducted by MABS, 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 MABS. The consignor agrees that after having consigned stock to the sale of MABS, 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 withdrawal fee will be charged.

Consignor shall notify MABS within 24 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 MABS not later than 24 hours prior to commencement of sale session.

The animals consigned to the MABS are entirely at the risk of the consignor until sold and fully paid for. The consignor is the responsible party, MABS 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 MABS 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 MABS 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, MABS 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.

MABS disclaims responsibility for errors and/or omissions by consignors or their agents and/or omissions in catalog.

TERMS OF COMMISSION

1. A commission of 7 percent on the highest bid will be charged for all horses sold (\$200 minimum, \$650 maximum).
2. For NO SALES, the consignor must pay 7 percent of the No Sale figure, or \$200, whichever is greater. A maximum of \$650 will be charged on No Sales.
3. Transfers will be deducted from consignor's account.
4. A minimum withdrawal fee of \$400 will be charged for all "outs".

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 the MABS office 24 hours before the mare sells, the mare will be examined by the sale veterinarian and this fee will be charged to the consignor's account.

Consignor or Agent's Initials: _____
Indicating agreement with terms as stated above.