

Preferred Session Consignment Agreement

This session is designed for only the very elite, bomb-proof, legitimate, and safest horses. If you are not positive that your horse falls into this category, please enter them in the general session. If a horse is sold in this *Preferred Session* and does not stand up to the terms of the *Preferred Session*, the consignor will take that horse back and refund the full purchase price minus the sale fees.

Consignment Fees - When your horse is accepted into the *Preferred Session*, we will notify you by phone and your entry fees will be due at that time. The entry fee for the Preferred Session will be \$400 (plus any fees). **Any fees not paid within 7 business days from the acceptance date will forfeit your spot and that spot will be given to the next horse in line.**

For a horse to be entered into our *Preferred Session* the consignor must provide:

Professional photos only – minimum of 2 still photos -We cannot market your animal without great photos and videos. The better the photos, the more we can use them in our marketing of your consignment.

Professional quality video- Create a YouTube video, 2-3 minutes long. Show riding and performance ability as well as gentleness and temperament. **If the video or pictures are not professional quality and videos are not sent in YouTube format, it may result in your horse being rejected from the *Preferred Session*.**

Copy of registration papers- must be emailed to ocalahorsesale@gmail.com. This session is for horses registered in the AQHA, APHA, or ApHC only. It is at the discretion of the sale management to accept any other breed registries or unregistered horse into this session.

Non-accepted Horses- Horses that do not make the cut will receive a phone call no later than the date of the posted regular session consignment deadline. If a horse is not accepted into the *Preferred Session*, the consignor will be given the option to move that horse to the regular session at the entry fee of \$200.

Stall fees- Stalls are included in consignment fees for Friday – Sunday at noon. **Horses may arrive earlier at a charge of \$30 per day, per stall. These additional fees will be paid in the office prior to selling.**

Preview- Consignor agrees to have horse(s) on grounds and in stall by noon on Friday prior to the sale date.

Health requirements- All horses must have a negative EIA / Coggins test current within 12 months of sale date. Name on horses coggins MUST match horses' registration. Horses traveling from outside the state must also have an official certificate of veterinary inspection.

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(For more details visit - <https://www.fdacs.gov/Agriculture-Industry/Horses-Equine/Equine-Movement-Requirements>)

Pre-purchase exam- All horses consigned to *Preferred Session* are required to have a pre-purchase exam done by a licensed veterinarian within 14 days of the sale date in order to sell. Pre-purchase exam should include but is not limited to; front foot x-rays of the navicular (left & right fore foot DP, left & right fore foot lateral) and any other x-rays deemed necessary by the veterinarian. PPE must include all basic health of the horse including but not limited to flexion, mouth, teeth, ear, eye, respiratory, digestive, skin/coat, overall health and overall soundness.

X-rays may be done within 30 days of the sale but PPE MUST be within 14 days.

Consignors may choose to include hock & stifle x-rays, but this is not required.

If buyers want more than the required pre-purchase exam, they are to get it done before the sale at their expense. The consignor agrees to make their consignment available for additional exams if a potential buy inquires.

All results must be sent to ocalahorsesaleoffice@gmail.com no later than Monday of sale week. Note: All results sent will be published.

Special Demonstration for *Preferred Session* Consignments:

Consignors will be required to catch their animal, pickup all 4 feet with ease, bridle and saddle their horse. Consignors will be expected to tighten their cinch, mount and ride off immediately at the lope without any issue.

Major abrasions, cuts, or sores may be grounds for disqualification from the *Preferred Session*, unless it is likely to heal normally without veterinarian treatment and cause no long-term threat.

Each consignor understands that if their horse does not pass all stages of Ocala Horse Sale's *Preferred Session* Demonstration, they will be pulled from the *Preferred Session* and offered in the general session. The consignment fee will NOT be refunded if a horse fails to make the cut. We expect you to bring you best horses to this session and we will accept nothing less!

Private Sales- Once your horse is consigned and accepted to the *Preferred Session*, we are going to aggressively market your consignment. We will provide potential buyers with your name and phone number. We will tolerate **absolutely no private sales** once your horse has been accepted into this session! Any horse pulled from this session prior to the sale, without a very legitimate soundness issue, will result in the consignor being banned from doing business with Ocala Horse Sale in the future along with all associated costs. All horses brought to the sale must be consigned and go through our auction ring. Any horses "no sold" in the ring but sold outside are expected to report sale to the office.

Auction Fees and Commission- The consignment fee per horse in the *Preferred Session* is \$400 (plus any fees). This fee will be non-refundable once horse is accepted. An 8% commission will

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be charged on all horses sold. There will not be an additional no-sale fee on horses not sold in addition to the catalog fee.

If a horse is pulled from the sale (scratched) there will be a no-sale fee of \$1,000 in addition to the catalog fee. In order to waive the \$1,000 scratch fee and retrieve registration papers, owner must provide Ocala Horse Sale with a vet release explaining why the horse cannot sell along with photos/videos of injury or sickness.

Animals that are rejected by the buyer because they are misrepresented at any time by the consignor will be charged full consignment fees and 8% sale commission. In case of a dispute between buyer and seller, the auction company will make the final judgment. The consignor agrees to adhere to the judgment of Ocala Horse Sale and hold the auction company harmless of any and all claims.

Consignor's Guarantee- The buyer is responsible for examining horses carefully prior to bidding. All horses consigned have undergone rigorous prequalifying prior to the sale as well as providing a pre purchase exam. All horses are sold sound, that at the time of inspection the horse was sound of limb, wind, and eye unless other announcements are made at the time of sale from the auction block. This soundness guarantee is between buyer and seller only and does not include any other persons. Unless otherwise stated, all horses will be sold sound until Monday following the sale by 6pm. Shall any soundness disputes arise; Ocala Horse Sale will be the sole deciding judge. In the event it is determined that the defect was present at the time of sale and not announced, the sale of said horse shall be null and void and the consignor will still be required to pay 8% commission. If Ocala Horse Sale determines the horse NOT to have the alleged defect the sale of said horse is valid and enforceable. Purchaser assumes all costs of examination, treatment, and sale purchase price. In settling disputes, the decision by Ocala Horse Sale is final. Soundness does not guarantee pass of a check by any vet following the sale. Buyers are to ride and visit the horse before the sale giving them the confidence, they need to bid come sale day. If they want additional x-rays, they need to have them completed before the sale at their own expense.

The consignor of each animal represents and warrants to the buyer, include but not limited to the following:

- Title of the animal, free from all claims of ownership
- Sound of limb, eyes, and wind
- Not a cribber or wind sucker
- Not cryptorchid
- Be exactly what they represent them to be.

By Consignment to Ocala Horse Sale's *Preferred Session*, the Consignor is subject to the above provisions and agrees to all terms and conditions.

There will be no substitutions or replacements once a horse has been consigned and marketed online.

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Consignor agrees to not privately sell the consigned horse. To withdraw your original consigned horse from the *Preferred Session*, consignors must provide a vet release explaining why the horse cannot sell along with photos/videos of injury or sickness to waive the no sale/no show fee & retrieve registration papers.

Warranty- Animals that are rejected by the buyer because they are misrepresented in the ring will need to be inspected by Ocala Horse Sale. The auction company will make the final determination whether there was misrepresentation. There is no implied warranty made by auctioneer or sale company as to the merchantability or fitness for a particular purpose of any animal in the sale. The seller is the responsible party for all representations or warranties expressed or implied concerning the condition of any horse. Buyers should satisfy themselves concerning the condition before purchasing. Consignors will not refund money because of human/animal personality conflicts. Once again, buyers need to do their homework well in advance of the sale to find the sale animal that best fits them.

Consignor's Checks- All consignors' checks will be written within 2 days of sale date and made payable to owner listed, then mailed.

Liability- Buyers, sellers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk according to the laws of the State of Florida. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Scott Campbell and Scott Roberts, Ocala Horse Sale; its agents, employees, volunteers, and every landowner, municipal and/or government agency upon whose property this activity is conducted, shall not be liable for injuries sustained by anyone attending the Ocala Horse Sale. Ocala Horse Sale and its associates act as agents only and are not responsible for buyer/seller error or misunderstanding. All guarantees are strictly between the buyer and seller. All animals are sold with a 48-hour guarantee by the consignors.

In further consideration of this consignment, I agree to indemnify and defend Ocala Horse Sale, Scott Campbell and Scott Roberts, their agents, and associates, from all injury, loss of equipment, loss of animal or damages to myself, my animals or damages or injury to others lien property from my animals, by entering this horse sale. If any claim or dispute is asserted or arises over the sale or consignment of any lot or animal sold at auction, it is agreed that venue for any dispute shall be resolved exclusively in the Courts in the State of Florida, and that Florida law shall control this transaction or any claims or disputes which arise directly or indirectly out of this transaction in all respects. I verify that all photos submitted to Ocala Horse Sale, have full permission to be used for advertising and are free and clear from all photography copyright laws. The undersigned by executing this instrument delivers said property to Ocala Horse Sale and declares themselves owner or legal agent and authorizes the sale thereof at public auction for his/her account according to its usual custom and represents the

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consignment is clear of all encumbrances unless listed above and may be legally sold. I verify that I have read the above information in full and hereby agree to be bound by the agreement.

We Realize that there are a lot of hoops to jump through to enter a horse in this Preferred Session. We intended it to be that way. We feel that the consignor who makes every effort to follow these guidelines will be rewarded in the sale ring.

Please initial each page and complete the below:

Printed Name: _____ Date: _____

Address: _____

Signature : _____

Phone Number: _____

Email: _____

Horses Name: _____

Email completed document to:

ocalahorsesaleoffice@gmail.com

Mail to:

Ocala Horse Sale

13344 CR 245W

Oxford, FL. 34484

www.ocalahorsesale.com

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