

# JACK AUCTION GROUP

LET'S HAVE A SALE

## PERFORMANCE HORSE SALES ENTRY FORM

**COPY OF REGISTRATION CERTIFICATE AND COMPLETED TRANSFER MUST ACCOMPANY!**

### SALE TERMS

Entry Fee \$200 + GST (\$100 Refunded on Settlement) • 7.5% Commission on Sales • Pass-Out Fee \$100

**NO HORSE(S) WILL BE ALLOWED ON THE SALE GROUNDS UNLESS ENTERED IN THE SALE.**

Horse Name \_\_\_\_\_ Reg. No. \_\_\_\_\_  AQHA  APHA  
 Papers Applied  Sells on Application  Grade  Other Reg. \_\_\_\_\_

Will this horse be Ridden or Led?  Ridden  Led ~ Participate in the Preview?  Yes  No ~  Cattle Required

Foaling Date \_\_\_\_\_ Color \_\_\_\_\_ Sex:  Mare  Stallion  Gelding

### Eligibility Paid to Date:

**NOTE: THIS IS THE CONSIGNOR'S RESPONSIBILITY...WILL NOT BE VERIFIED BY SALE MANAGEMENT**

Personal Footnote (your text will be edited for clarity word count)

Owner \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Prov. \_\_\_\_\_ P.C. \_\_\_\_\_

Cell # \_\_\_\_\_ Home # \_\_\_\_\_

Email \_\_\_\_\_

I hereby specifically warrant unto Jack Auction Group that all information supplied regarding this horse consigned is true and correct. I fully understand and agree that this horse will appear at the sale and I will be responsible for all applicable fees. I am also responsible for the Sellers Guarantee and understand if this horse is refused by the buyer for any undisclosed warranty or limited warranty noted in Condition #6 and #7 of the Consignor Contract. I fully understand I am bound by the Terms and Conditions of the Consignor Contract.

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

Complete and Return to Jack Auction Group.  
Email along with Fees to: [info@jackauctiongroup.com](mailto:info@jackauctiongroup.com)  
Brennin Jack ~ (306) 299-SALE that's 1-306-299-7253

# CONSIGNOR CONTRACT

PLEASE READ CAREFULLY BEFORE SIGNING

I enter into this contract with JACK AUCTION GROUP (JAG), from the acceptance of the horse into aforementioned sale until all of the following terms and conditions have been enacted and finalized.

1. I authorize JAG to advertise and sell the horse at public auction, to transfer title of the horse to the highest recognized bidder. In the event the horse is not offered at the Sale, I agree to pay JAG the non-refundable Entry Fee and \$200 no show fee, unless excused by JAG with an official Vet Statement. In order to protect the credibility of our consignors and this sale, this rule will be enforced!

2. FEES In addition to the Entry Fee, I agree to pay JAG the sales commission of 7.5% of the sale price computed on the final accepted bid at the Sale; as well as Hartford Insurance at a rate of .45/\$100 and Saskatchewan Brand Inspection Fees. I understand that I have the right to "pass-out" the horse at the pass-out fee of \$100. JAG is authorized to deduct all sums due from my proceeds and in the event of any deficiency, I agree to immediately pay JAG the balance due. The \$100 refundable portion of the entry fee will be included on the sale settlement.

3. I understand that JAG reserves the right to: (a) determine the order of sale of all horses as set forth herein; (b) examine the horse and make such catalog corrections and announcements as JAG deems appropriate, without incurring liability to any party.

4. I agree, at the TIME OF ENTRY, to deliver to JAG the following documents in a form satisfactory with respect to the horse: (a) copy of the original certificate of registration; (b) all transfer reports and other items required to transfer registration of the horse to the buyer; (c) a properly completed registration application for any unregistered foal; (d) a letter from the stallion owner guaranteeing the stallion service certificate for any mare selling "in foal"; (e) any known genetic testing results (i.e. HYPP, etc.). I agree, PRIOR TO THE SALE, to deliver to JAG the originals of the aforementioned documents.

I UNDERSTAND JAG WILL WITHHOLD ANY MONIES DUE UNTIL ALL SUCH DOCUMENTS, IN A FORM SATISFACTORY, ARE DELIVERED.

5. I understand that JAG will post the sale catalog on its website and will attempt to provide to me a copy of the Sale catalog prior to the Sale date setting forth my representations and warranties with respect to the horse. I agree to review the sale catalog (posted on the website or printed) and promptly notify JAG of any corrections thereto prior to the Sale.

6. SELLERS GUARANTEE: I represent and warrant to the buyer and to JAG the following: (a) the horse is sound of eyes, wind, limbs and mouth; (b) the horse is not a "cribber" or a "weaver"; (c) the sex and condition as to a stallion, gelding or ridgeling be as described in the Sale catalog; (f) that I will disclose any and all unsound conditions, defects or bad habits the horse may have. I warrant this horse free of all defects and fully understand the buyer has till 12:00 p.m. the next day following the sale to protest any defect listed above. Random drug testing will be done at all Performance Sales.

7. I understand that I AM REQUIRED TO INFORM JAG of any such aforementioned conditions at time of nomination for announcement at the sale, or face buyer's possible refusal of the horse and forfeiture of my Entry Fee, Sales Commission and a fine of \$200 if found negligent. I understand that all expenses related to the return of any horse refused under these terms is my responsibility.

8. I agree to deliver the horse f.o.b. to the Sale location no later than the morning of the anticipated Sale date.

9. I agree to supply the buyer with a halter and lead rope upon completion of the sale.

10. I understand that to protect my desired sales price for the horse, either I or my authorized agent must deliver a completed official JAG Reserve Bid Form to the sales office at least one hour prior to the beginning of the sale on the day said horse sells.

11. JAG will make an announcement from the block that the horse has been "passed-out" before leaving the auction arena.

12. I understand that PAYMENT TO CONSIGNORS will take place as follows: (a) on the 5th banking day after the last day of the Sale and providing there are no disputes or unsettled claims against me; (b) JAG will begin returning papers of horses not meeting reserves one hour following the Sale, if all balances due against said horse are paid in full.

13. I agree to indemnify and hold JAG and its shareholders, auctioneers, agents, employees, contractors and representatives harmless from all claims, expenses and costs (including, without limitation) arising out of: loss or damage to property and injury or death of persons or livestock caused directly or indirectly by me, my agents or employees.

14. I agree and acknowledge that my non-compliance with any of these sale rules allows JAG to suspend me from future sales.

**I AGREE TO THE ABOVE CONDITIONS & UNDERSTAND I AM BOUND BY THEM**

Date Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ (Please Print)

Please send this document along with Entry Form, Copy of Registration (if any) and all applicable fees to:

**info@jackauctiongroup.com**

Make a copy of this completed contract for your files!



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