



AUTUMN 2022 ENTRY FORM

Conducting Robertson Equine Sales: P. O. Box 616, Simpsonville, KY 40067
Phone 502.802.6977 Fax 502.633.4041 • www.RobertsonEquineSales.com

ENTRIES CLOSE OCT. 10 • ORIGINAL COPY OF REGISTRATION CERTIFICATE, COPY OF COGGINS TEST AND OWNER'S SIGNATURE MUST ACCOMPANY ENTRY. NO ENTRY LISTED ON WEB SITE UNTIL REGISTRATION CERTIFICATE IS IN OUR HANDS. IN THE EVENT RES AGREES TO ACCEPT AN ENTRY AFTER CLOSING DATE, ENTRY MUST BE ACCOMPANIED BY \$100 LATE ENTRY FEE, WHICH IS DUE AT TIME ENTRY IS ACCEPTED.

CONSIGNMENT DESCRIPTION

This horse is the property of _____

Complete Address _____

Owner's Phone _____ Cell Phone _____ E-mail _____

Agent for Owner, if any _____

Complete Address _____

Agent's Phone _____ Cell Phone _____ E-mail _____

NAME OF HORSE _____ **Registration #** _____

Please check: 5-Gaited 3-Gaited Fine Harness 3-Gaited Park Equitation

Pleasure: (3-Gaited 5-Gaited Driving) Two-Year Old Yearling Weanling

Broodmare Broodmare & Foal Other _____

Color _____ Sex _____ Height (if age 3 or older) _____ Markings _____

FOALING DATE _____ Bred by (Name, City/State) _____

Sire of entry _____ Registration # _____

Dam of entry _____ Registration # _____

OWNER'S STATEMENT

Please be brief and factual. Include recent and/or important wins, or, if broodmare or stallion, noteworthy produce or lineage of dam's side of pedigree. If young horse, state stage of training. Please do not state reason for selling. (Owner's statement subject to editing by catalog clerk. Use additional page if necessary.)

If the entry is a broodmare (check one): She has been pronounced in foal, or She is being bred.

Stallion bred to: _____ Last breeding date _____

If the entry is a broodmare and she is selling with a foal by her side:

Sire of foal: _____ Foaling date: _____ Colt Filly

ENGAGEMENTS: Name any Futurities, Sweepstakes, or other prize money programs to which your consigned entry is eligible. _____

I enter the animal described above for sale at the auction conducted by Robertson Equine Sales LLC, subject to Robertson Equine Sales LLC Terms & Conditions, and conditions herein and on Page 2 of Entry Form, which are incorporated by reference herein, which I acknowledge to have carefully read and examined, and which I fully accept and agree to be the contract between us.

X _____
*Signature of Owner (Agent's Signature **not** acceptable) Date*

Robertson Equine Services LLC check in settlement payable to: _____

Address _____



CONSIGNOR'S CONTRACT

For good and valuable consideration, including the entry of the horse listed on the reverse of this Entry Form (the "Horse") in the Robertson Equine Sales, LLC ("RES") auction described on the

reverse of this Entry Form (the "Sale"), the owner of the Horse as more fully described on the reverse of this Entry Form (the "Consignor") hereby agrees to be bound by the following terms and conditions:

1. Consignor hereby enters the Horse for auction at the Sale and agrees to deliver the Horse to the Sale in proper time, free of expense and contagious or infectious disease. The Horse shall be sold at the Sale in accordance with the Terms and Conditions of Sale of RES then in effect at the direction of RES in accordance with the laws of the Commonwealth of Kentucky. Consignor agrees to take such further actions at Consignor's expense as may be reasonably requested by RES to effectuate the sale of the Horse at the Sale. Consignor shall be responsible for the care, custody, control and security for the Horse until the fall of the hammer and RES is not responsible for the care, custody, control or security of the Horse and RES is acting simply as agent.

2. Consignor hereby warrants that title to and ownership of the Horse (including foals and foals in utero) and all other information regarding the Horse that is set forth herein regarding pedigrees, identity, engagements and otherwise is accurate and as specified herein and that all title, interest in and possession of the Horse will remain with Consignor until title passes to the purchaser at the time of sale. Consignor is solely responsible for all information provided in this Entry Form and otherwise provided to RES at any time. Consignor represents and warrants that the Horse is not, and at the time of Sale will not be, suffering from any contagious or infectious disease or that the Horse is not, and at the time of Sale will not be, unsafe or vicious and that Consignor will not deliver the Horse in any such condition to the Sale. Consignor represents and warrants that the title of the Horse (including foals and in utero foals) is, and at the time of Sale will be, free from any liens, mortgages, claims or encumbrances of any kind. In the event any liens are attached to the Horse, RES may, in its sole discretion, refuse to allow the Horse to be sold and Consignor shall be obligated to pay the withdrawal fee as set forth below. In the event RES sells the Horse and is subsequently notified of any liens or claims against the Horse, RES may withhold payment of any sales proceeds pending a settlement or final resolution among all parties thereto. Consignor appoints RES to act as Consignor's agent in this Sale with full authority to transfer title, to receive the net proceeds of such sale for Consignor's account and to distribute such proceeds to Consignor and such other parties as RES reasonably believes to have an interest such proceeds and in such priority as RES reasonably believes appropriate.

3. Consignor shall deliver the American Saddlebred Registry ("ASR"), or any other applicable breed registry organization, Registration Certificate (the "Certificate") of the Horse with a clear title of ownership to RES with the delivery of this Entry Form. Consignor acknowledges and agrees that the entry of the Horse shall not be effective and RES shall not be obligated to process the entry of the Horse until such time as the original Certificate and a copy of a Coggins Test taken within twelve (12) months of the date of the Sale for the Horse are delivered to RES in form and substance satisfactory to RES. Consignor appoints RES as its agent and attorney-in-fact with full power of substitution to transfer in Consignor's name the Certificate to the purchaser of the Horse. In the event Consignor fails to deliver the Certificate with a clear title of ownership along with the delivery of this Entry Form, RES may, in its sole discretion, refuse to catalog the Horse and may reject the entry of the Horse into the Sale. In the event RES, in its sole discretion, elects to catalog the Horse without having first received the Certificate with a clear title of ownership and Consignor subsequently fails to deliver the Certificate with a clear title of ownership prior to the time of Sale, RES may, in its sole discretion, withdraw the Horse and Consignor shall be obligated to pay the withdrawal fee as set forth below. In the event RES does not withdraw the Horse due to Consignor's failure to timely deliver the Certificate, RES may cause the auctioneer to announce that the Certificate has not been furnished with a clear title of ownership. RES may withhold settlement to Consignor for all sales if the Horse is sold as registered until the Certificate is delivered to the satisfaction of RES in its sole discretion and the ASR or any other applicable breed registry organization effectuates the transfer of the Certificate from the Consignor to the purchaser. The signature of every owner of the Horse is REQUIRED on this Entry Form and shall be in accordance with ASR Transfer of Ownership Rules. If the Horse is jointly registered (e.g., "Mr. AND Mrs. Smith"), the signatures of BOTH owners (or their authorized agent(s) on file with ASR) are required. If jointly registered as "Mr. and/or Mrs. Smith" or "Mr. or Mrs. Smith," then the signature of ONLY ONE of the owners (or owner's authorized agent(s) on file with ASR) is required for transfer to a third party. However, if the transfer is to one of the joint owners, then the signature of both owners (or their authorized agent(s) on file with ASR) is required. If the Horse is not yet registered, transfer endorsement completed in the handwriting of the Consignor (or the Consignor's authorized agent(s) on file with ASR) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. If the Unregistered Foal Transfer Report is completed in the calendar year of the Horse's birth, there is no charge for transfers made prior to the registration of the Horse. If, however, the Unregistered Foal Transfer Report is not completed and filed with ASR until after the end of the calendar year in which the Horse was born, a chain of ownership must be completed under ASR's regular transfer process with applicable fees paid.

4. Consignor agrees to pay RES when due entry fees and commissions pursuant to the following Terms of Payment:

- (a) If the Horse is sold, a commission equal to the greater of: (i) ten percent (10%) of the highest bid of the Horse, or (ii) Three Hundred Dollars (\$300).
- (b) If the Horse is not sold, a commission equal to the greater of: (i) five percent (5%) of the highest bid of the Horse, or (ii) Three Hundred Dollars (\$300).
- (c) If the Horse is sold privately prior to or at the Sale or while located on the Sale grounds, a commission equal to the greater of: (i) ten percent (10%) of the actual sales price, or (ii) Six Hundred Dollars (\$600).
- (d) If the Horse is withdrawn from the Sale for any reason other than a private sale, a minimum withdrawal fee of Six Hundred Dollars (\$600) will be charged.
- (e) In the event the Horse is withdrawn from the Sale due to a private sale, a commission equal to the greater of: (i) five percent (5%) of the sale price of the Horse; or (ii) Six Hundred Dollars (\$600).
- (f) In the event RES agrees to accept an entry after closing date, entry must be accompanied by \$100 late entry fee, which is due at the time entry is accepted.
- (g) Catalog photos, breed registry transfer fees, feed charges and other fees or charges as disclosed herein will be deducted from sales proceeds of the Horse or, in the event the sales proceeds of the Horse are insufficient to pay such charges, charged to Consignor.

In the event the Consignor fails to pay any of the above amounts within thirty (30) days of when due, Consignor shall pay a late fee equal to the greater of Fifty Dollars or five percent (5%) of the outstanding balance and interest in an amount of 1.5% per month on any outstanding balance until paid in full. RES shall retain a lien on the Certificate if the Horse is unsold (and may hold the Certificate until RES is paid in full and notify ASR or any other applicable breed registry organization of such lien), and on all proceeds of any horse sold at the Sale for Consignor's account for any unpaid fees or commissions and may offset any amounts owed Consignor by RES to satisfy any obligations due and owing to RES by Consignor. Consignor will be responsible for all costs relating to professional collection, including, without limitation, collection fees, attorney fees, interest, and court costs. Consignor shall be charged a service fee of \$50 on any returned check.

5. The Horse may be withdrawn from the Sale for veterinary reasons if: (i) Consignor notifies RES within twenty four (24) hours of the Horse developing a serious injury or serious disease (contagious or otherwise) that would prevent the Horse from being sold; (ii) Consignor requests in writing that the Horse be withdrawn from the Sale; and (iii) Consignor, as soon as practical and in no case later than twenty four (24) hours prior to the date of the Sale, provides a certificate of a licensed veterinarian which (a) states the date the Horse was first examined for the condition, (b) specifically identifies the condition of the Horse, and (c) states an opinion to a reasonable degree of scientific and medical certainty that the Horse is suffering from serious injury or serious disease which renders the Horse unfit for transportation and sale at the Sale. If RES consents to withdrawal due to serious injury or serious disease and releases the Horse from the Sale, Consignor will be charged a \$350.00 catalog fee in lieu of the withdrawal fee.

6. RES reserves the right to refuse the entry of the Horse and to withdraw the Horse or any other horse from the Sale or any other sale at any time in the event RES, in its sole discretion, determines: (i) the Horse is unfit for sale for any reason, (ii) in poor physical or veterinary health, (iii) is vicious, (iv) is contagious or carrying infectious disease, (v) the Certificate is not delivered to RES prior to the time of Sale, or (vi) RES believes or has reason to believe the ASR (or the appropriate breed registry organization responsible for effectuating the transfer of the Certificate) will not cause the Certificate to be transferred to the purchaser for any reason. If the Horse is withdrawn pursuant to this Section, Consignor agrees to pay a withdrawal fee of \$450 as set forth above.

7. Consignor agrees to be present at the Sale in person, or have a duly authorized representative present, to deliver such additional information as may be required by RES for the sale of the Horse at the Sale. In the event an agent is executing this Entry Form on behalf of the owner(s) of the Horse, agent agrees to deliver an authorization of agent form to RES in form and substance satisfactory to RES prior to the Sale. RES disclaims responsibility for any errors and/or omissions by Consignor or his agents and errors and/or omissions in catalog or on the web site accessible at www.RobertsonEquineSales.com.

8. RES reserves the right to decline any bid by any party RES believes to be intoxicated or disorderly, or by those who have defaulted on former purchases, or by any person who, in its judgment, is not a reliable or responsible party. In the event the successful bidder of the Horse fails to execute an acknowledgement of purchase or fails to timely pay for and receive the Horse in accordance with the Terms and Conditions of Sale, RES may, in its sole discretion, accept the same amount from another person or accept the next highest bid, or RES may, in its discretion, re-offer the Horse for sale for Consignor's account and RES shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. If the acceptance of a lesser bid or resale of the Horse is impossible or impractical, in RES's sole discretion, Consignor agrees the Horse may be returned to Consignor as unsold. Consignor agrees that RES shall not be liable for any deficit and therefore RES reserves the right not to pay Consignor in the event a purchaser defaults, and this includes any default through the stoppage of payment of check, draft or credit card payment, or any action of that nature which includes cases when the Horse has been removed from the Sale grounds by the purchaser and payment of check is stopped or is returned marked insufficient funds, or no account, and the like. In the event that there is a default in payment by a purchaser, it will be the responsibility of the Consignor to reclaim/repossess the Horse and RES will not be liable for any expenses or have any responsibility related to repossession.

9. The right to bid is reserved for all sellers in the Sale unless otherwise announced at the time of sale. In the event Consignor desires to make any announcements or set a reserve price for the Horse, Consignor shall notify RES in writing not less than fifteen (15) hip numbers before the Horse is scheduled to sell. Oral reserves shall not be accepted. RES is absolved from liability if these procedures are not strictly followed. All sales are final at the fall of the hammer unless the reserve bid has not been attained. Consignor may not "No Sale" the Horse after the last bid is made by a bona fide purchaser. Consignor is responsible for the accuracy of any announcements and for notifying RES of any reserve bids and holds RES harmless for any errors or omissions in making or failing to make any such announcements or if a mistake is inadvertently made in selling the Horse.

10. A Coggins (Equine Infectious Anemia) Test taken within twelve (12) months prior to sale is required. Any horse shipped to RES without proper Coggins will be quarantined at the Consignor's expense until proper negative Coggins is acquired. A health certificate is also required, stating that examination was made within the past thirty (30) days and revealed the Horse to be free from symptoms of any infectious disease or exposure thereto, and it shall include any tests that have been conducted as well as all vaccinations including vaccination date and type of vaccine used. In the event any horse arrives at the Sale without a current Coggins or health certificate, RES may, in its discretion, cause a veterinarian of its choosing to perform such services as are necessary for a current Coggins and/or health certificate to be issued for such horse at Consignor's sole risk and expense. In the event RES elects to cause a veterinarian to perform such services, the applicable Consignor shall pay to RES a service fee equal to \$50 per Horse in accordance with Section 4.

11. All broodmares offered as being in foal must be accompanied by a certificate signed by a certified veterinarian, dated within ten (10) days prior to the Sale, stating the mare is in foal. Should this certificate not be delivered to RES at least twenty-four (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. In order to sell a broodmare and its current foal as separate lots, the foal must be weaned prior to arrival on the sale grounds. If foal is not weaned, and although cataloged separately, RES will sell mare and foal as one lot.

12. The sale will be held at the Shelby County Fairgrounds in Shelbyville, Kentucky (the "Facility") All Consignors, buyers, and agents agree to abide by the rules and regulations set forth by the Facility.

13. If an agent is executing this Entry Form as agent for the owner(s) of the Horse, both agent and owner(s) shall be jointly and severally liable to RES for all such obligations arising hereunder.

14. In the event RES elects to take or withhold from taking any action pursuant to this Entry Form or otherwise, such election shall not constitute a waiver, nor establish a custom and shall not abrogate RES's right to take or elect not to take such action in any other circumstance with any other party or with the party involved for any reason.

15. Consignor agrees to defend any claim or suit at law or equity brought by a purchaser or any other party against RES on account of the Horse, any items or matters incidentally related to the Horse or any other animal and to indemnify and hold RES, its principals, owners, managers, members, employees, agents and representatives harmless from any and all costs, claims, losses, damages and expenses, including reasonable attorneys' fees, incurred because of: (i) any question of title, pedigree, physical condition, health, identity, engagements, the Certificate, any information contained in the catalog or on the website www.RobertsonEquineSales.com, the conduct of the Sale by RES, the use of the Facility, the resolution of disputes relating to the condition of the Horse, payment of the purchase price, any errors or omissions in the sale of the Horse or resulting from any claims against the Horse or proceeds from the sale of the Horse, the settlement of Consignor's account and distribution of proceeds to Consignor or other parties, or any other action taken by RES in either implementing or upholding either the Terms and Conditions of Sale or this Entry Form.

WARNING: Under Kentucky Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.