

TERMS AND CONDITIONS OF CONSIGNMENT

Consignor hereby agrees to be bound by the following terms and conditions of entry to THE Miniature Event Sale.

1. THE WORLD SHOW SALE will be held on October 6th, 2007 at 6:00 p.m. in Ft. Worth, Texas at the Will Rogers Memorial Center.
2. Consignments must be received in the Office of the Miniature Event, 1193 Rifle Road, Pollok, Texas 75969 by July 15th, 2007 THE WORLD SHOW SALE. THE National Show Sale will have a "Selection Committee" to screen the consignments received. This is to ensure that the highest quality horses are presented for public auction.
3. Consignor authorizes the Sale Management to: publish the Consignor's horse in the official sale catalog, advertise Consignor's horse at the discretion of the Sale Management, edit for clarity any statements made by Consignor regarding Consignor's horse, sell Consignor's horse to the highest recognized bidder at public auction and deliver title to new owner, and receive and disburse sale proceeds on Consignor's behalf as set forth herein.
4. Consignment fee - \$400.00 plus 10% commission withheld from the last bid of selling price. Each consignment must be accompanied by: Consignment fee of \$400.00 a copy of Registration papers, front and back, pictures and/or videos, and the "reserve" you anticipate accepting for the sale of your consignment. Immediately upon acceptance to sale, the Original Certificate of Registration shall be required together with a proper transfer of ownership form, signed by owner of record at time of consignment, and other documents such as Breeders Certificate on mares that are in foal. The consignment fee and paperwork sent on horses that are not accepted will be returned.
5. Sale will be conducted by a Sealed Bid process. The Sealed Bid must be provided to Sale Management no later than 2:00 pm prior to start of sale declaring the minimum price that you will accept for your horse. The Sealed Bid will be opened at the conclusion of the bidding on each horse. Should the last bid exceed the Sealed Bid, the horse will be sold to the person having the highest bid. Should the Sealed Bid exceed the last bid given, the person with the last bid shall be allowed the option to purchase the horse at the Sealed Bid price. If he does not choose to accept at the Sealed Bid price, the horse shall be passed out. If the consignment is passed from the sale ring as unsold, then consignor agrees to pay a flat pass out (no sale) fee of \$250.00. Registration Certificates will remain in the possession of the Sale Management until all payments have been received.
6. Horses will sell in Catalog order, order to be designated by Sale Management.
7. Consignor acknowledges that Sale Management reserves the right to reject a consigned horse if it appears not to be as represented in the application for consignment, if it is felt that the horse is not in proper sale condition, or if the consignment is that of a Consignor who has or is acting in a dishonorable fashion. If rejected for any of these reasons, the consignment fee shall not be returned.
8. Once Consignor is notified of acceptance of the horse described in the application for consignment, Consignor agrees not to dispose of horse by private sale. Withdrawals will be permitted in hardship cases but must be presented in writing to Sale Management and be accompanied by a signed Veterinary Certificate stating that the horse has either died, received injury which hinders the horse's marketability, or has acquired an illness which prevents the horse from meeting proper health requirements. Withdrawals made in this manner must be accompanied by withdrawal fee of \$250.00 which shall be in addition to the consignment fee. Consignor agrees to deliver said horse to the sale arena by 6:00 pm on Sunday, September 30, 2007.
9. Each horse must have a negative Coggins test within six months prior to sale date, and Health Certificate dated within 15 days prior to sale date furnished to Sale Management prior to sale. SEPARATE AND ORIGINAL COGGINS AND HEALTH CERTIFICATE WILL BE REQUIRED ON EACH HORSE. No horse will be permitted entrance to the auction ring until all health requirements have been met and properly filed with Sale Management.
10. All broodmares must have a pregnancy test check within 15 days prior to sale. VET CERTIFICATE REQUIRED. A prospective buyer may, at his expense, cause a veterinarian's examination prior to sale, including pregnant or fertility examination.
11. Each Consignor warrants that Consignor does have absolute and complete title to the horse so consigned and that the title of each entry is free of any and all liens and encumbrances and will defend title against all claims, adverse or otherwise.
12. In the event a buyer fails to pay for or accept a horse sold to Buyer, the Sales Management reserves the right to accept the same purchase amount from another person, accept the next highest bid, put the horse up for sale a second time, or retain it for the Consignor as unsold. The Sale Management, auctioneers, employees, and representatives thereof, shall not be liable for any default should the final bid on resale be less than that on the initial sale. Where an animal is not paid for in full (including refusal to pay, stoppage of payment of check or draft, return of check or draft, marked "ISF", or "no account" or the like), or should conditions make immediate resale herein provided impossible or impractical Consignor agrees to receive the animal as unsold, without any liability to the Sale Management, auctioneers, employees or representatives thereof.
13. Any serious irregularities or unsoundness of any kind shall be furnished to the Sale Management and the right to announce such findings is hereby granted. Violation of this clause may give the buyer the right to return any horse to the consignor who must still pay the sale commission fee.
14. Sale Management does not act as agent for, or represent either the buyer or seller, but merely provides an environment for binding together buyer and seller for the purpose of sale transactions. All guarantees lie solely between the buyer and Consignor.
15. Consignor agrees to save and hold harmless and indemnify The Miniature Event Sale Management, their agents and employees from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from personal injury or death of any person or horse, including but not limited to employees of Consignor, property damage, including loss thereof, economical loss or otherwise, arising or growing out of the Consignor's use of any of the facilities in connection with the Consignor's sale due in any manner to the negligence or intentional acts of the Consignor; any of its employees, or agents in the performance of the Consignor's sale or any act, error, omission or negligence of the Sale Management occurring concurrently with that of the Consignor or contributing to any loss indemnified hereunder, except for the sole negligence or willful misconduct of the Sale Management. Venue for purposes hereof shall lie in Angelina County, Texas.
16. Seller shall receive payment of sale proceeds within 30 banking days following date of sale.