

EHA CATALOG SALE

6TH ANNUAL COLT & FILLY SALE

OWENER: _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
PHONE: _____ **EMAIL:** _____

HORSE NAME: _____ **REG.#:** _____
DATE FOALD: _____ **COLOR:** _____ **SEX:** _____

Seller's Agreement

FEES:

\$50 CATALOG FEE

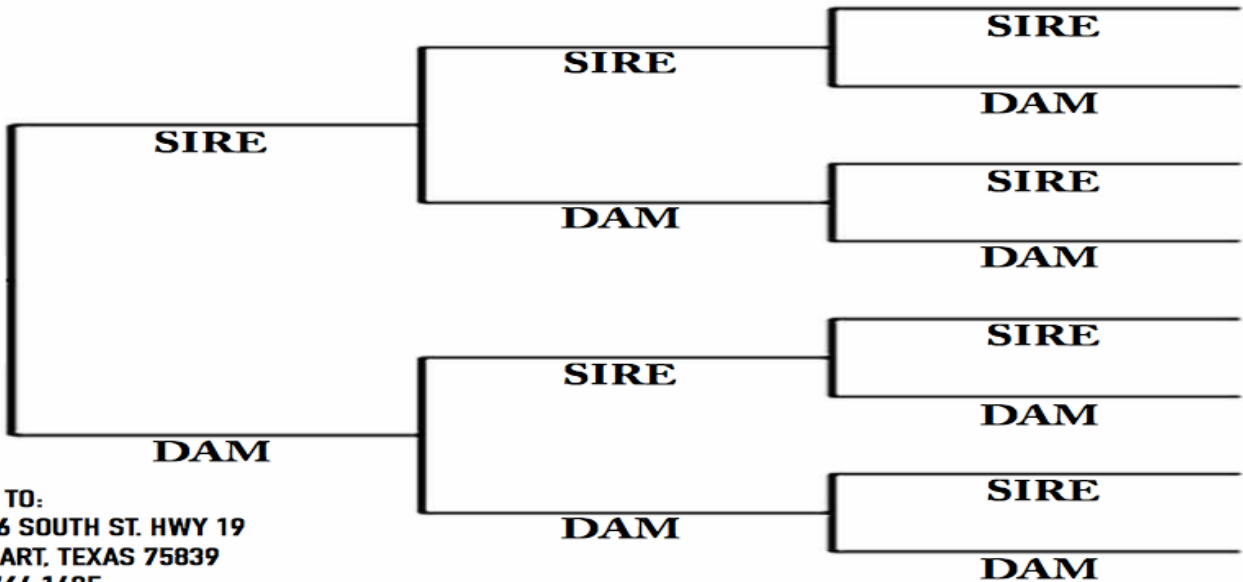
\$10 PO FEE

10% COMMISSION

- AQHA
- APHA
- GRADE
- OTHER
- APPENDIX

- PAPERS PENDING IN ASSOCIATION

- SELLING ON APPLICATION (IF SELLING ON APP, MAKE SURE ALL MARKINGS ARE FILED IN ON THE BACK SIDE, AS WELL AS THE FOALING DATE, SEX, AND COLOR)



MAIL TO:
13826 SOUTH ST. HWY 19
ELKHART, TEXAS 75839
903.764.1495
FACEBOOK.COM/EHAUCTIONS



FOOTNOTES: (These will be used in the catalog description. Please limit to 75 words. We reserve right to edit for clarity.) _____

Signature: _____ **Date:** _____

Sellers Agreement

Terms and Conditions

1. The charge will be 10% for grade horses, registered horses or any other livestock or saddles of the sale price to auction your property, but in no event, will the charge be less than \$10.00. The charge will be 20% for used tack of the sale price to auction your property, but in no event, will the charge be less than \$5.00 per item p o' d. Outside sales subject to \$20 commission for items selling from \$1 to \$99, 20% commission on items selling from \$100 to \$299, 10% commission on anything \$300 and up. There will be a \$35.00 Coggins test charge, if needed. A barn rider can ride your horse in the ring for a \$15.00 fee.
 2. In Ring Pass Out Fee (P.O.) will be \$10.00 for each horse, livestock, saddle, or outside sale .A 5.00 per item fee will be charged for used tack. Pre-Ring or Early (P.O.) will be \$150.00 at the discretion of the Barn Owner
 3. All representations concerning the health, condition, or value of the livestock or item sold are made by the Seller. Elkhart Horse Auctions and the Auctioneer are not responsible for any representations regarding the condition, health, or value of the livestock or item. Seller shall indemnify and hold harmless Elkhart Horse Auctions, against any claim by Buyer regarding the health, condition, value, or any other attribute of the livestock or item sold. Buyer purchases the livestock or item in an "AS IS "condition save and except a valid "Coggins Test."
 4. All buyers and sellers are responsible to pick up their own property and or livestock.
 5. It is the buyer's responsibility to obtain a Health Certificate if needed. Upon request if our Vet is available a Health Certificate can be obtained for a \$60 fee.
 6. ALL SALES ARE FINAL! In the event the livestock or item is not sold at auction, the Seller is responsible for removal of his or her property by 3:00pm of the day following the sale. Any livestock left at Elkhart Horse Auctions past the 3:00 pm pickup deadline will be subject to boarding. Seller agrees to pay the additional \$15.00 per day until Tuesday Wednesday, board goes up to 25.00/day. After two weeks the livestock will be offered for sale with no minimum price and Elkhart Horse Auctions is authorized by the seller to deduct from the sales proceeds to seller. Seller authorizes Elkhart Horse Auctions to administer any type of veterinary care necessary in their opinion. Seller agrees to reimburse Elkhart Horse Auctions for such fees.
 7. Seller is not to sell livestock or item to any Buyer other than through registration with Elkhart Horse Auctions. Any sale transacted other than through registration with Elkhart Horse Auctions, while on Elkhart Horse Auctions property, is a breach of this agreement. In the event Seller conducts a sale (commonly known as "Alley Trading") other than through registration with Elkhart Horse Auctions, Seller will be denied any future right to sell at Elkhart Horse Auctions and may be given a "NO TRESPASS" letter. Seller will be subjected to damages resulting from the breach of this agreement, including but not limited to, payment of the commission that would have been earned on the sale of the livestock or item.
NO PRE-RING SALES. NO ALLEY TRADING. NO TRAILER-HOPING.
 8. Elkhart Horse Auctions is not responsible for injuries or damages to person or property. Seller (named on front of this page) agrees to promptly pay all money owed and RELEASED from any such liability and to forebear any and above all claims against Elkhart Horse Auctions in exchange for the use of the auction barn for the purpose of buying and selling.
 9. No lots (horses, livestock, etc.) maybe left at the barn more than 12 HOURS without express permission from Elkhart Horse Auctions. (STORAGE IS \$15.00/DAY AFTER 3:00PM SUNDAY UNTIL TUESDAY, BEGINNING WEDNESDAY, STORAGE GOES UP TO 25.00/DAY PER ANIMAL)
 10. All sales of equine are subject to valid Coggins Test approved by the TEXAS ANIMAL HEALTH COMMISION. If a valid Coggins Test is not produced by 5:30pm on the day of the Sale Date, Elkhart Horse Auctions, will automatically test the equine and a \$35.00 charge, to be paid by seller, will apply.
 11. The Buyer and Seller fully acknowledge that any property (horses, livestock, tack, etc.) consigned to Elkhart Horse Auctions removed from such property will be paid in full. In the event any check that is made in payment of the purchased property is returned for insufficient funds, no funds, or the drawer or maker has no account, or the account on which it is drawn, the Buyer waives recognition of such payment and accepts full responsibility for theft of property. In addition to any other remedy, either civil or criminal, Buyer agrees to pay a \$30.00 charge for a returned check from the bank for any reason.
 12. BARN RECIEVES A COMMISION ON ALL SALES ANYWHERE ON THE ELKHART HORSE AUCTIONS PROPERTY, BEFORE, DURNING, OR AFTER THE SALE.
 13. NO PRE-RING SALES AND NO ALLEY TRADING!
 14. MUST BE 18 YEARS OF AGE WITH A VALID ID TO RECEIVE A BUYERS NUMBER.
 15. ELKHART HORSE AUCTIONS have the right to ban anyone from our sale, property, or online resources for any reason we deem necessary.
 16. ELKHART HORSE AUCTIONS AND THE SELLER HAVE THE RIGHT TO MAINTAIN THE MARKET.
- BY SIGNING THIS FORM, YOU, THE SELLER, AGREE THAT YOU HAVE READ OVER ELKHART HORSE AUCTIONS TERMS AND AGREE TO THE CONDITIONS STATED IN THIS DOCUMENT.

Signature of Seller

Date