

Nebraska Thoroughbred Breeders' Association

2024 Autumn Breeders' Mixed Sale

Consignment Contract Information:

Ship In: Sunday, October 27 – 28, 2024

Fonner Park: Big Red Barn South of NTBA Office

Inspection/Preview: October 28 – 29, 2024

Auction: October 29, 2024

ENTRY DEADLINE: NOON, THURSDAY, SEPTEMBER 19, 2024

All paperwork, fees, and certificates must be in the NTBA office by noon 9/19/24

Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email Address: _____

Consigned By: (your name/farm/stable TO BE LISTED AT THE TOP OF CATALOG PAGE)

Horse Name: _____ Foaling Date: _____

Dam: _____ Sire: _____

Dam's Sire: _____ State Foaled: _____

State Bred Accreditation Status: _____

Sex: _____ Color: _____

Engagements: (any race, series, stakes for which this horse has been nominated, paid and approved)

Miscellaneous: (any engagement which this horse is ELIGIBLE to be nominated)



Broodmares must include a signed statement from the representative of the covering Stallion that the mare is free of all encumbrances OR a Stallion Service Certificate.

Covering Stallion: _____ Last Service Date: _____

Status: In Foal _____ Barren _____ Slipped _____ Not Bred _____

Horses will only be considered consigned to the sale with the receipt of the following:

- \$350 Entry Fee
- Signed and Completed Consignment Contract & Information Sheets
- Original Jockey Club Certificate of Foal Registration
- Digital Jockey Club Certificate assigned to the NTBA Sales Co.

Signature: _____ Date: _____

Name of Horse: _____

If you are using an Agent:

Consigned by: (Agent's Name) _____

Agent for: (Your Name) _____

Disclosures: check all that apply to the horse entered.

Cribber

Gelding

Ridgling

Wobbler

Bilateral Cryptorchid

has been nerved

possesses any deviation from the norm in the eyes

has had abdominal surgery of any type except to repair a ruptured bladder in a newborn

Any Horse two-years-old or younger:

has undergone invasive joint surgery

has had any surgical intervention of the upper respiratory tract

Any Horse that has raced and is being offered as a racing prospect:

is on the starter's, steward's or veterinarian's list in any racing jurisdiction

All Entries MUST BE REGISTERED with the Jockey Club and ALL entries sold as Nebraska-bred MUST have their State Bred Paperwork Paid AND Approved by the time of the sale. If a horse is entered with registration pending and it is not completed by the time of the sale, the horse will not sell and no fees will be reimbursed.

To be permitted entry onto the sales grounds COPIES of the following must be in the NTBA office by Friday, October 25, 2024.

- Current Negative Coggins Certificate issued within 12 months of October 29, 2024.
- Certificate of Veterinary Inspection (Health Certificate) issued within 10 days of October 28, 2024 (when all horses are required to arrive onsite for sale).
- The Health Certificate must include the date that the horse has been vaccinated for Equine Herpes Type-1 (i.e. Rhinomune, Pneumabort-K, etc.) EVH-1 between 7 and 60 days of arriving on the sales grounds.

Mail to: NTBA, PO Box 2215, Grand Island, Nebraska 68801

Signature: _____ Date: _____

Name of Horse: _____

NTBA CONSIGNMENT CONTRACT
2024 AUTUMN BREEDERS' MIXED SALE
October 29, 2024
Fonner Park

1. Enter and catalogue the described horse for sale.
2. I hereby warrant that I own and have unencumbered title to each horse entered by me, and agree to defend said title against all adverse claims. I appoint the Nebraska Thoroughbred Breeders Association's designee as my agent at this public auction and sale of the named horse(s) with full authority to transfer title and receive the proceeds of such sale on my behalf. I covenant and agree to indemnify and hold harmless the Nebraska Thoroughbred Breeders Association and their designees from any cost, liabilities and expenses (including attorney fees) incurred because of or arising out of any dispute regarding title, identity or engagements of the named horses, or claims against the net proceeds of the sale of said named horses. I hereby represent that no horse herein entered by me is subject to any lien of any nature whatsoever, knowing that the auctioneer conducting this sale has relied on such representation. I further acknowledge that I am the absolute guarantor of the correct identity of the horses consigned and that all interest and title to the named horses shall remain with me until the title passes to the buyer at the fall of the auctioneer's hammer.
3. I agree to be bound by CONDITIONS OF SALE printed with this contract which I have read and further agree to hold the Nebraska Thoroughbred Breeders Association and their designees harmless from any damages I might incur in the event that unusual or unforeseen circumstances result in the change of location, time or date, cancellation or similar modification of named Sale.
4. I agree to pay \$350 (or \$450 for late consignments) to the Nebraska Thoroughbred Breeders Association as an entry fee for each horse consigned by me, which payment shall accompany this contract and shall be Non-Refundable. Failure to include the entry fee voids this contract. I further agree that the Nebraska Thoroughbred Breeders Association shall retain a sales commission fee of three percent (3%) or \$100, whichever is greater, of the accepted bid for all horses selling. I further agree that if my consigned horse is not purchased, I will pay a commission of three percent (3%) of the final bid on the horse or \$100, whichever is greater. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even if the horse is returned as unsold due to a breach of the conditions of sale.

Name of Horse: _____

5. I agree that the Nebraska Thoroughbred Breeders Association need not disburse to me the proceeds from the sale of my horse or horses for a minimum period of thirty (30) days.
6. I agree that in the event the successful bidder for any horse or horses consigned by me in the sale fails to pay for said horse or should such bidder be deemed financially irresponsible by the Nebraska Thoroughbred Breeders Associations designee, such horse or horses may be immediately resold. The Nebraska Thoroughbred Breeders Association is not responsible and shall not incur any liability should the resale bring a purchase price less than the initial sale. Should conditions make immediate resale impossible, the horse or horses may be returned to me unsold. My entry fee for said horse or horses shall be refunded.
7. After consignment, I agree that I shall not sell privately or make any commitment to sell or dispose of any horse entered by me in this sale. Should I fail to abide by this obligation, I shall pay to the Nebraska Thoroughbred Breeders Association a withdrawal fee of \$500 on the date of the sale.
8. It is further understood that should any horse consigned by me become sick or be injured to the extent of rendering it unfit for sale, such horse may be withdrawn without additional cost upon the showing of a veterinarian certificate prior to the beginning of the sale, stating the horse is unfit for sale. I further agree that should I withdraw any horse so consigned, the Nebraska Thoroughbred Breeders Association shall have the right to have such horse examined by a veterinarian of their choice. Should such veterinarian not concur that withdrawal is justified, I further agree to the appointment of a referee veterinarian acceptable to both the veterinarian representing me and the veterinarian representing the Nebraska Thoroughbred Breeders Association, whose opinion shall be final and binding on all parties. Any horse not presented for any other reason shall be subject to a withdrawal fee of \$500, which I agree to pay forthwith to the Nebraska Thoroughbred Breeders Association on the date of the named sale.
9. I agree the Nebraska Thoroughbred Breeders Association shall have sole power to
 - a. Reject any entry at any time upon the return of the entry fee
 - b. To determine order of sale of all entries,
 - c. To assign or change stabling facilities as it deems necessary
 - d. To make or not to make any special announcements at time of sale concerning any horse entered.
10. I agree that the Nebraska Thoroughbred Breeders Association shall have the right to collect from the Jockey Club or the Custodian of the Jockey Club the Certificate of Registration of each horse entered by me in the named sale. I agree to insure delivery

Name of Horse: _____

of said Certificate to the Nebraska Thoroughbred Breeders Association prior to the named sale. No horses will be sold without the Nebraska Thoroughbred Breeders Association being in possession of the Jockey Club Certificate of Registration. The Nebraska Thoroughbred Breeders Association shall have the right to hold the Jockey Club Certificate of Registration for such horse or horses pending settlement of all charges payable by me to the Nebraska Thoroughbred Breeders Association.

11. Each broodmare in this sale will be offered with veterinary certificate provided by the consignor showing her to be either
 - a. In foal, in the opinion of the examining veterinarian, based on manual examination within twenty (20) days prior to date of sale or
 - b. Barren, and in sound breeding condition in the opinion of the examining veterinarian, based on manual examination within twenty (20) days prior to date of sale. There is no guarantee as to breeding soundness of any filly or mare sold other than the veterinarian certificate provided by the consignor.
12. I agree to abide by all established customs and practices of sales conducted by the Nebraska Thoroughbred Breeders Association.
13. A minimum bid of \$1000 will be accepted for any sale of any horse.
14. Any RESERVE PRICE must be submitted on the Reserve Price Form before the start of the Auction.
15. I understand and agree that the Nebraska Thoroughbred Breeders Association, Fonner Park and their designees are not responsible for any accidents that occur at the named sale or on the confines of said properties.

I represent that I have read the foregoing terms and conditions of sale and accept them. I have signed this contract with full and complete understanding thereof. I understand that this is a legally binding contract and if I am unsure of any provisions, I have the right to consult an attorney.

Date: _____

Signature: _____

Name of Consignor (Please Print): _____
