

ARIZONA THOROUGHBRED BREEDERS ASSOCIATION

2021 FALL MIXED SALE

Thursday, October 28, 2021

to be held at

Horseshoe Park Equestrian Centre

20464 East Riggs Road

Queen Creek, Arizona 85142

ENTRY BLANK

Entry Fees:

Yearlings - \$400.00 Others - \$250.00

(upset price \$1,000.00)

(upset price \$250.00)

Late entry fees: \$600.00 Yearlings - \$350.00 entry fee Mixed

Entries Close: August 13, 2021

Late Entries Close: September 30, 2021

Minimum Commission: \$250.00

Information regarding 2022 A.T.B.A. Fall Sales Futurities: Restricted to yearlings consigned to the 2021 A.T.B.A. Fall Sale. For each yearling consigned for the sale whether SOLD or UNSOLD, on which a minimum commission is paid, a nomination fee of \$50.00 per yearling will be contributed by the A.T.B.A. and added to the appropriate 2022 Fall Sale Futurities. To remain eligible, a horse must pass through the sales ring and \$150.00 is due from Purchaser at time of sale.

Information regarding A.T.B.A. 2023 Fall Sales Stakes: Restricted to yearlings consigned to the 2020/2021 A.T.B.A. Fall Sale.

It is the responsibility of the new owner to make all sustaining payments by due date to participate in the A.T.B.A. Sales Stakes. *The original consignor receives 10% of purse.*

Terms: Reserves will be accepted for any horse in the sale based upon written agreement with A.T.B.A. Any reserved not attained (RNA) /Not Sold will be treated as a sale and must be settled in the same manner. A new halter must accompany each horse sold to new buyer, or a fee of \$50.00 will be assessed.

IMPORTANT

CONSIGNOR CONTRACT MUST BE SIGNED - Page (8)

APPLICATION MUST BE ACCOMPANIED BY:

1. Your Entry Fee as set forth above.
2. Jockey Club Certificate of Registration for each horse to accompany entry.
3. Certificate of Coggins Negative, dated within 6 months of sale date, for each horse.
4. Health Certificate for out of state horses.

ADDITIONAL CHARGES

1. Commission 5% of reserve or accepted bid, with minimum of \$250.00 or which ever is greater.
2. Unexcused withdrawal fee \$250.00, or applicable commission.
3. Jockey Club Certificate correction.....\$100.00
4. Late certificates/Health Cert.....\$100.00
5. Late Coggins or if blood is drawn by sale veterinarian..\$100.00

Note: Initial stall bedding and stall card are included in entry fees.

ENTRY FORM WILL BE RETURNED IF INCOMPLETE

Sale sponsored by the Arizona Thoroughbred Breeders Association

Mailing Address: P.O. Box 41774 • Phoenix, Arizona 85080-1774

Office on the grounds of Turf Paradise • Phoenix, AZ.

Phone (602) 942-1310 • Fax (602) 942-8225 • Web Site: atba.net • E-mail: atba@att.net

ARIZONA THOROUGHBRED BREEDERS ASSOCIATION

October 28, 2021 • MIXED SALE

OFFICE USE ONLY

Consign # _____

Agent # _____

Documents:

J.C. _____

A.B. _____

Coggins _____

TO BE CATALOGUED AS PROPERTY OF CONSIGNED BY

(Check appropriate box)

X

(The manner in which the above line is filled out is how it will appear at the top of the catalogue page. If agent's name is to appear, please note above.)

Registered Owner(s): _____ Agent: _____

Address: _____ Address: _____

City / State / Zip _____ City / State / Zip _____

Phone: () _____ Phone: () _____

Proceed check(s) payable to: _____

Remarks: _____ To be stabled with (near) _____

If consigned by an agent, the owner(s) of record must be noted, and both the agent and owner(s) address and telephone must be given.

IF YOU WISH TO USE THE SERVICES OF AN AGENT, PLEASE COMPLETE THIS PORTION.

2021 A.T.B.A. Mixed Sale

AGENT AUTHORIZATION

I hereby authorize _____ to act as my agent at the sale named herein, extending to all acts and matters necessary, convenient, or incidental to the sale of any animal by me in said sale, as described below. **DESIGNATED AGENT IS AUTHORIZED TO:**

- Act on my behalf without restrictions. (Agent will receive proceeds from this sale.)
Act on my behalf but with the following restrictions, checked as applicable below.
1. Agent may not receive the proceeds from any and all lots consigned by me to this sale, whether on delivery of the animal or afterward.
2. Agent may not bid in any lots consigned by me to this sale on which the reserve has not been reached.
3. Agent may not designate reserve price and sign same reserve authorization on any and all lots consigned by me to this sale.
4. Agent may withdraw at his discretion any and all lots consigned by me to this sale, subject to fees or refunds as stated in the Consignor's Contract and the Conditions of Sale as set forth herein.
5. Agent may not provide information on current training or breeding status, or other information for inclusion in catalog, or announcements from the auction stand, and warrant on my behalf accuracy thereof.

Date _____ Signed _____

For Agent Authorization Only

NOTE: CONSIGNOR CONTRACT MUST BE SIGNED ON PAGE (8) EIGHT.

Incentive Programs: All yearlings foaled in Arizona, which have resided in Arizona for 6 months during the period from the date of foaling to the first anniversary of foaling, and whose dam is registered in the ATBA Broodmare registry are eligible for Arizona Breeders and Owners Award Program.

Stakes Engagement Eligibility: All engagements must be paid up at time of entry and at time of sale.

JOCKEY CLUB REGISTRATION PAPERS MUST ACCOMPANY ENTRY

Name of Horse or indicate "name applied for" or "unnamed."

Name	Color	Stakes Engagements 2022 A.T.B.A. Fall Sale Futurity & Sale Stakes	Incentive Programs <input type="checkbox"/> Certified for AZ-Bred Breeders Awards <input type="checkbox"/> Certified in other state Where _____ <input type="checkbox"/> Breeder's Cup
Sire	Sex		
Dam	Date Foaled		
Dam's Sire	Twin Yes___ No___		
Foaled in State of:	Yes___ No___		
<input type="checkbox"/> Cribber <input type="checkbox"/> Ridgeling <input type="checkbox"/> Sight Defect			

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Foaled in State of:	Yes___ No___		
<input type="checkbox"/> Cribber <input type="checkbox"/> Ridgeling <input type="checkbox"/> Sight Defect			

Entry Fee - \$250 Late Fee - \$350

Minimum Commission - \$250

WEANLINGS • HORSES OF RACING AGE • STALLIONS

JOCKEY CLUB REGISTRATION PAPERS MUST ACCOMPANY ENTRY

Stakes Engagements Eligibility - all engagements must be paid up at time of entry and at time of sale.

Name of Horse or indicate "name applied for" or "unnamed."

Name	Color	Stakes Engagements	Incentive Programs <input type="checkbox"/> Certified for AZ-Bred Breeders Awards <input type="checkbox"/> Certified in other state Where _____ <input type="checkbox"/> Breeder's Cup
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Sire	Sex		
Dam	Date Foaled		
Dam's Sire	Twin		
Foaled in State of:	Yes___ No___		
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Sire	Sex		
Dam	Date Foaled		
Dam's Sire	Twin		
Foaled in State of:	Yes___ No___		
<input type="checkbox"/> Cribber <input type="checkbox"/> Ridgeling <input type="checkbox"/> Sight Defect			

Name	Color	Stakes Engagements	Incentive Programs <input type="checkbox"/> Certified for AZ-Bred Breeders Awards <input type="checkbox"/> Certified in other state Where _____ <input type="checkbox"/> Breeder's Cup
Sire	Sex		
Dam	Date Foaled		
Dam's Sire	Twin		
Foaled in State of:	Yes___ No___		
<input type="checkbox"/> Cribber <input type="checkbox"/> Ridgeling <input type="checkbox"/> Sight Defect			

Entry Fee - \$250 Late Fee - \$350

BROODMARES

Minimum Commission - \$250

(Stallion Service Certificate *must* accompany entry blank if mare is bred and in foal. **IMPORTANT:** For years in which mare had no produce, please indicate **SPECIFICALLY** whether barren, not bred, slipped, slipped twins, or foal died.)

Name	Color	Year Foaled	Sire	Dam	Sire of Dam		
<input type="checkbox"/> Last Service Date:	In Foal ()	Slipped Twins ()	This Year's Produce Date Foaled:	Color	Sex	Sire	
	Barren ()	Not Bred ()					
	Slipped ()	Maiden ()	Last Year's Produce Foaled:	Color	Sex	Sire	
Bred to: _____							

Name	Color	Year Foaled	Sire	Dam	Sire of Dam		
<input type="checkbox"/> Last Service Date:	In Foal ()	Slipped Twins ()	This Year's Produce Date Foaled:	Color	Sex	Sire	
	Barren ()	Not Bred ()					
	Slipped ()	Maiden ()	Last Year's Produce Foaled:	Color	Sex	Sire	
Bred to: _____							

Name	Color	Year Foaled	Sire	Dam	Sire of Dam		
<input type="checkbox"/> Last Service Date:	In Foal ()	Slipped Twins ()	This Year's Produce Date Foaled:	Color	Sex	Sire	
	Barren ()	Not Bred ()					
	Slipped ()	Maiden ()	Last Year's Produce Foaled:	Color	Sex	Sire	
Bred to: _____							

Name	Color	Year Foaled	Sire	Dam	Sire of Dam		
<input type="checkbox"/> Last Service Date:	In Foal ()	Slipped Twins ()	This Year's Produce Date Foaled:	Color	Sex	Sire	
	Barren ()	Not Bred ()					
	Slipped ()	Maiden ()	Last Year's Produce Foaled:	Color	Sex	Sire	
Bred to: _____							

Name	Color	Year Foaled	Sire	Dam	Sire of Dam		
<input type="checkbox"/> Last Service Date:	In Foal ()	Slipped Twins ()	This Year's Produce Date Foaled:	Color	Sex	Sire	
	Barren ()	Not Bred ()					
	Slipped ()	Maiden ()	Last Year's Produce Foaled:	Color	Sex	Sire	
Bred to: _____							

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	Barren ()	Not Bred ()					
	Slipped ()	Maiden ()	Last Year's Produce Foaled:	Color	Sex	Sire	
Bred to: _____							

AGED BROODMARE RULE - mares sixteen years or older which are currently not in foal and which have not produced a live foal during each of the past two years will not be accepted for this sale.

ON ALL MARES - a veterinary certificate of pregnancy status or breeding condition (barren mares -see Condition 10) based on an examination made within ten days of date of sale, must be provided by 4:00 PM the Monday prior to sale date, or examination will be made at consignors expense.

CONSIGNOR'S CONTRACT

THIS IS A BINDING LEGAL CONTRACT, AND MUST BE READ AND UNDERSTOOD PRIOR TO SIGNING.

**TO: Arizona Thoroughbred Breeders Association, Inc., consignee,
(hereinafter referred to as "ATBA")**

- 1.** The undersigned Consignor requests the ATBA to accept the horse(s) listed for consignment, for entry in the Sale identified herein. The Sale will be conducted by the ATBA accordance with the provisions of this Consignor's Contract, and in accordance with the Conditions of Sale herein by this reference. Consignor hereby acknowledges having read and understood said Conditions of Sale and agrees to bound by the same.
- 2.** Consignor hereby warrants title to each horse entered by Consignor, free and clear of all liens and agrees to defend said title against all adverse claims. Consignor appoints ATBA as its agent in the Sale at public auction of the named horses, with full authority to transfer title thereto and to receive the proceeds of such Sale for Consignor's account. Consignor covenants' and agrees and does hereby indemnify and hold harmless ATBA, its agents, independent contractors, directors and employees, as well as the entity where the Sale is held, from any and all costs, liabilities and all expenses (including attorney's fees) incurred because of or arising out of any question of title or condition to any or all of the horses entered by Consignor. Consignor's indemnification shall extend to any and all disputes concerning identity, physical condition, engagements, pregnancy status, and/or produce record of any or all of the named horses, or resulting from any liens, attachments or claims against the proceeds from the Sale thereof. Consignor agrees that Consignor is the sole and absolute guarantor of the correct identity of any and all horses sold by Consignor in this Sale, and that all title to, interest in, responsibility for and possession of the named horses shall remain with Consignor until title passes to the Purchaser at the time of Sale.
- 3.** Consignor has read and agrees to bound by the Conditions of Sale printed herein, and further agrees to indemnify and hold ATBA harmless from any and all losses or damages incurred by Consignor in the event that circumstances result in change of location, change of time or date, cancellation, or other modification to the Sale. Consignor further agrees that ATBA shall have the right, in its absolute and sole discretion, to: (1) reject at any time any horse consigned; (2) determine the order of Sale; (3) assign or change stabling assignments at will; and (4) to make any announcement at the time of Sale concerning any horse consigned which is deemed appropriate by ATBA.
- 4.** Consignor shall pay ATBA a non-refundable entry fee of \$400.00 or \$1,000.00 late fee for each yearling and \$250.00 or \$500.00 late fee for each broodmare, weanling, stallion and horse of racing age, entered by Consignor, which payment shall accompany this contact, or the entry shall be void with no force or effect, without notice by ATBA. Consignor further agrees that ATBA shall deduct from Consignor's account and retain a sales commission of 5% of reserve or the last bid (in addition to the entry fee), by whomsoever made, on each horse sold or bid for Consignor's account, with a minimum commission of \$250.00 or which ever is greater. In the event of deficit in Consignor's account, Consignor shall immediately pay to ATBA the balance due. The minimum commission shall apply should a horse fail to receive a bid or such bid fails to reach the upset price, the upset price will not be waived. The sales commission shall be considered earned at the fall of the hammer and is payable even if the horse is returned to Consignor as unsold. Should any horse in Consignor's consignment be "Bought Back" for Consignor's account, and not be clearly indicated as such on the signed Acknowledgment of Purchase ticket, Consignor will notify the Auctioneer or cashier that the horse is "Not Sold" Said notification to be within thirty (30) minutes of the conclusion of the Sale session in which the horse was offered.
- 5.** Consignor agrees that ATBA shall have the right, in its sole and absolute discretion, to extend credit to the Purchaser of any horse sold by Consignor in the Sale. Consignor further agrees that in the event the Purchaser of any horse sold by Consignor in the named Sale shall give notice of refusal to pay for such horse because of claim or misrepresentation or defect of such horse, ATBA may withhold payment of the net proceeds from the sale of such horse until settlement by it of such claim. Consignor agrees that payment to Consignor of net proceeds from the sale of any horse or horses sold by Consignor in this Sale shall be made by ATBA after forty (40) days from date of Sale.
- 6.** Consignor agrees that in the event the successful bidder for any horse or horses entered by Consignor in the Sale fails to present himself to arrange for settlement as provided for in the Conditions of Sale, or should such bidder upon presenting himself be determined to be financially irresponsible by ATBA, such horse or horses may be immediately put up for resale for Consignor's account. The ATBA shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. Consignor further agrees that should conditions make immediate resale as herein provided impractical, the horse or horses may be returned to Consignor as unsold, in which event ATBA shall tender the return of Consignor's entry fee and waive the sales commission. In the event consignor refuses to accept possession or control of said horse, the horse shall then be deemed abandoned by the Consignor. Upon such abandonment, Consignor forfeits all right, title and interest of any kind or nature whatsoever in the horse, including the right to subsequently resell the horse.
- 7.** Consignor agrees to pay an additional fee of \$250.00 for each entry of Consignors which is not presented for sale. However, the additional amount shall not be due if a veterinary certificate acceptable to ATBA is presented prior to allocation of stall space attesting the horse to be sick or injured, and if a veterinarian excuses the horse because of said sickness or injury. Consignor agrees to pay an additional fee of \$25.00 charged for veterinarian scratches from the Sale.
- 8.** Consignor understands and agrees that it is the sole and exclusive guarantor of the accuracy of all catalogue information regarding any horse consigned, and for the accuracy of any announcement regarding such horse at the time of sale. Consignor agrees to review such information prior to the Sale, and to report to ATBA prior to the Sale any inaccuracies or omissions. Consignor further agrees to indemnify and hold ATBA harmless from any and all claims arising out of any such inaccuracies or omissions. Consignor further hereby grants to ATBA each and all of the following rights and powers:

a. To reject any entry at any time for any reason, and to determine the order of sale of all entries, and/or change the dates or location of sale, as necessary, and the power to assign or change stabling facilities as ATBA deems appropriate.

b. All rights and powers as delineated in the Conditions of Sale;

c. To make any announcements on Consignor's behalf at the time of Sale. All announcements made on Consignor's behalf are made as an accommodation to Consignor and Consignor shall be solely responsible for their accuracy. It is Consignor's obligation to immediately notify the Auctioneer of any errors or omissions. Any announcements may be modified or refused is the sole discretion of ATBA. Auctioneer shall have no obligation to make any announcement not submitted at least one-half hour prior to the sale session; and

d. To retain possession of the Jockey Club Certificate of Registration and any other documentation pertaining to Consignor's horse(s) if Consignor has bought back the horse(s), or it has been returned to Consignor as unsold, and there remains a deficit in Consignor's account with ATBA. Upon settlement of Consignor's account, ATBA shall release these documents to Consignor.

9. CONSIGNOR HEREBY REPRESENTS AND WARRANTS THAT NO HORSE HEREIN ENTERED BY CONSIGNOR IS AFFLICTED WITH LOCOMOTOR ATAXIA ("WOBBLES"), OR IS A CRIBBER, CONSIGNOR FURTHER REPRESENTS AND WARRANTS THAT NO HORSE(S) HAS HAD A SURGICAL PROCEDURE, THAT NO HORSE(S) HAS ANY MUSCULOSKELETAL DEFECT AFFECTING ITS RACING SOUNDNESS OR ANY DISEASE OR INJURY TO THE EYE AND THAT EACH HORSE DESCRIBED AS A COLT MUST HAVE TWO TESTES DESCENDING TO THE SCROTUM AND EACH HORSE DESCRIBED AS A GELDING OR A RIDGELING MUST BE FULLY DELINEATED AS SUCH. Consignor agrees that should such condition become known to Purchaser and be reported in writing to ATBA, then ATBA may, in its sole and absolute discretion, return the horse to Consignor as unsold. ATBA shall be the sole and final arbiter of the existence of such conditions and the applicability of this paragraph, and Consignor agrees to be fully bound by any said decision.

10. If at any time subsequent to the sale a purchaser should claim that a horse is unsound, unfit, or has a defect unknown to the purchaser at the time of sale, then consignor completely indemnifies and holds harmless the ATBA for any and all costs incurred in defending said claim (whether or not litigation is actually filed) including but not limited to all attorney fees and court costs incurred and consignor further agrees to be bound by any decision made by the ATBA as far as refunding any purchaser its purchase price and costs incurred in maintaining and training the horse until such time as said defect was ascertained and the purchaser's losses had been reimbursed by Consignor.

11. CONSIGNOR AGREES TO DELIVER TO THE ATBA WITHIN THIRTY (30) DAYS PRIOR TO TIME OF SALE THE JOCKEY CLUB CERTIFICATE OF REGISTRATION FOR EACH HORSE ENTERED BY CONSIGNOR IN THE SALE. In the event that any Jockey Club Certificate of Registration is not so delivered, Consignor hereby represents that payment of all fees required and submission of all information necessary for the Jockey Club to complete such Certificate of Registration have been submitted. In the event additional information or payment is required or requested by the Jockey Club to complete such Certificate of Registration, Consignor agrees that ATBA may withhold any monies due Consignor until such requirements are met. In the event a Jockey Club Registration or other document requested by ATBA is not delivered within thirty (30) days prior to the Sale, then ATBA may refuse to sell the horse or assess Consignor a charge of \$100.00 or both. Consignor further agrees that, in the event that any horse entered by Consignor is unsold at the conclusion of the named Sale, ATBA shall have the right to hold the Jockey Club Certificate of Registration of such horse or horses pending settlement of all charges payable by Consignor to ATBA.

12. Consignor agrees to deliver within (10) days prior to the time of the Sale, a copy of the current Coggins test certificate for any horse entered by Consignor in the named Sale. Consignor grants ATBA the power to either conduct a veterinary examination (manual/speculum and for full breeding soundness) and charge consignors account for each examination, or refuse to sell the horse, if a veterinary certificate attesting to each broodmare or broodmare prospects current pregnancy status and/or breeding condition dated no more than ten (10) days prior to the date of sale session for such horse is not provided by consignor.

13. Consignor agrees that the sole and exclusive liability of ATBA, its employees, agents, independent contractors and directors, should Consignor's horse fail to be catalogued or, if catalogued, is catalogued incorrectly, shall be the return of the entry fee for such horse. Consignor hereby releases and holds ATBA harmless and agrees that ATBA shall not be liable for any damages, actual or consequential, direct or indirect, arising out of the Sale in any manner whatsoever including but not limited to failure to catalogue, or failure to catalogue correctly.

14. Consignor agrees also to abide by all rules, regulations, customs and practices of sales as might be determined appropriate by the ATBA from time to time.

15. Consignor agrees to have the horse(s) included in this entry available for inspection at the Sale Area not later than 6 p.m., Monday prior to the Sale. Consignor understands that Consignor is completely responsible for the care and condition of Consignor's horse(s) from the time of delivery until 10:00am of the day following Sale.

16. Notwithstanding anything to the contrary contained herein, Consignor, agrees to completely hold harmless and indemnify ATBA, its employees, agents, independent contractors and directors, from any and all accidents or injuries that may occur to Consignor, Consignor's employees or Consignor's horse(s) at any time, or for any damage or injury that may be caused by or to Consignor's horse(s). Consignor further agrees to hold harmless and indemnify ATBA for any and all liability ATBA may be exposed to due to ATBA's contract or agreements with third parties regarding Sale.

17. Consignor acknowledges having read the forgoing conditions and executes (signs) this entry with the full and complete understanding thereof and agrees to be bound by the conditions of Sale printed on this entry form. All information provided by Consignor on this entry form is true and correct.

Date _____

Signed X _____

Owner _____

CONDITIONS OF SALE

CONSIGNORS AND BIDDERS TAKE NOTICE.

THIS SALE IS CONDUCTED IN COMPLIANCE WITH THE FOLLOWING CONDITIONS OF SALE AND ALL RIGHTS, DUTIES AND/OR CLAIMS OF THE INTERESTED PARTIES SHALL BE GOVERNED BY THE SAME: ARIZONA THOROUGHBRED BREEDERS ASSOCIATION, INC.

An Arizona nonprofit corporation, referred to hereinafter as either "ATBA" or "Auctioneer."

- 1. APPLICABLE LAW:** The laws of the State of Arizona shall apply to all aspects of this sale and jurisdiction and venue shall be in the County of Maricopa, State of Arizona.
- 2. WARRANTIES:** Neither ATBA nor consignor make any representation and/or warranty, expressed or implied, as to the merchantability or fitness for any particular purpose of any horse offered in this sale, including but not limited in any respect as to racing soundness. All horses in this sale are sold in their "AS IS" condition, with all defects and faults.
- 3. BIDDING PROCEDURE:** The right to bid is reserved for all consignors, either in person or through their agents, unless otherwise announced. To be eligible to bid, a person must be at least eighteen (18 years of age). All potential bidders shall be prepared to present written proof of age as identity to be eligible. There shall be an upset price on every horse offered for sale as set forth on the title page of the sales catalogue. If an opening bid of the upset price is not immediately forthcoming to the auctioneer's call, the horse shall be returned to the consignor as unsold. Minimum acceptable increases in the bidding are \$100. The person making the highest bid recognized by the auctioneer shall be the Purchaser. The auctioneer reserves the right to reject any or all bids. The auctioneer shall present the Purchaser with a document entitled Acknowledgment of Purchase for his or her signature. Should the Acknowledgment of Purchase not be presented for signature prior to commencement of bidding on the next lot offered, the Purchaser shall forthwith identify himself to the auctioneer as Purchaser and sign the Acknowledgment of Purchase when presented. If a person other than the recognized Purchaser signs the Acknowledgment of Purchase, such action shall not give such other person any right, title or interest in and to the horse. At such time as any such erroneous signing of the Acknowledgment of Purchase becomes known to auctioneer, he shall cause the Acknowledgment of purchase to be presented to the recognized Purchaser for signature. Except as otherwise stated in this paragraph, the person signing the Acknowledgment of Purchase shall be deemed the Purchaser, notwithstanding the manner in which the persons signs such Acknowledgment of Purchase, and shall be obligated to pay the full purchase price for the horse. The only exception to this rule would be in the case of an agent acting on behalf of a principal who has delivered to ATBA, prior to the sale, an executed ATBA Purchasers Authorized Agent form. Should such an Authorized Agent sign an Acknowledgment of Purchase on behalf of himself/herself and on behalf of a third person or persons, the Authorized Agent and the third person or persons shall be deemed to be the Purchasers and shall be jointly and severally liable for the full purchase price of the horse. Upon signing the Acknowledgment of Purchase, the Purchaser thereby authorizes ATBA to make public the purchasers name and purchase price of the horse.
- 4. BIDDING DISPUTES:** Should any dispute arise between or among two (2) or more bidders, the auctioneer shall forthwith adjudicate the dispute, and his decision shall be absolute, final and binding on all parties. Bids received after the fall of the hammer are not grounds for dispute. Bids acknowledged by bid spotters employed by the auctioneer are recognized as if tendered to the auctioneer, but in the case of dispute the bidding on the horse shall be forthwith reopened for advance bids, and if there be no advance, the horse is sold to the person from whom the auctioneer recognized the last bid. In case of any dispute, advanced bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of the dispute then the bidding is reopened to all bidders regardless of whether or not final bid exceeds the bid which was disputed. The auctioneer, in its sole discretion, reserves the right to reject any or all bids.
- 5. TITLE, RISK AND DELIVERY:** Title passes to the Purchaser at the fall of the hammer, at which time the Purchaser assumes all risk and responsibility for the horse, and all responsibility for any personal injury or property damage caused to or by the horse. Purchaser or his representative may take care, custody, and control of the horse immediately after the fall of the hammer, but such taking shall not constitute delivery of the animal, which will be made only after Purchaser presents himself to auctioneer/cashier for settlement. Purchaser must so present himself within thirty (30) minutes of conclusion of the sales session in which the horse is sold, at which time delivery will be made in form of a "stable release" for the horse, provided that Purchaser satisfactorily makes settlement. After delivery, Purchaser shall remove the horse from the Sales Area promptly, and shall be subject to boarding charges as determined by the ATBA should they fail to do so.
- 6. TERMS FOR SETTLEMENT:** *ALL SETTLEMENTS ARE TO BE MADE WITH THE CASHIER OF THE ATBA PAYMENTS TO OTHERS, INCLUDING CONSIGNORS OR THEIR REPRESENTATIVES, ARE NOT RECOGNIZED AS SETTLEMENT.* Purchasers shall make settlement within thirty (30) minutes of conclusion of sales session in which the horse is sold for the full purchase price. such settlement to be in form of U. S. currency or approved bank check, certified check or travelers check, unless credit shall have been approved in advance by cashier of the ATBA. Bidders are cautioned that approval of credit for a prior sale does not establish credit for purchases at this Sale. All bidders must re-establish credit prior to bidding. Any Purchaser to whom credit is extended shall pay in full for their purchases within five (5) days of the Sale, failing which the ATBA may, in its sole and absolute discretion, declare Purchaser in default. Any lots not paid for in full within five (5) days after Sale, and not declared in default by the ATBA, shall be subject to a finance charge of one and one-half percent (1-1/2 %) per month from date of sale on all amounts owing until such a lot or lots have been paid in full.
- 7. DEFAULTS:** Any Purchaser who fails in any respect whatsoever to pay for horses as provided for above shall be declared in default. Any horse purchased by a defaulting Purchaser may be resold by the ATBA at public or private sale without notice for Purchaser's account, costs of such resale to be borne by the defaulting Purchaser. Should such resale fail to satisfy the defaulting Purchaser's account in full, the defaulting Purchaser shall pay forthwith to the ATBA the amount owing, failing which the ATBA may bring legal proceedings against the defaulting Purchaser. Should the ATBA prevail, the defaulting Purchaser shall pay all collection costs, including, but not limited to, reasonable attorney's fees, court costs and all other costs of such collection. Should Purchaser refuse to accept possession or control of the horse purchased, the horse shall be deemed abandoned by the Purchaser, the Purchaser shall forfeit all rights, title and interest of any kind whatsoever in the horse. However, such abandonment shall have no effect on the obligation of Purchaser to pay the full purchase price for the horse.
- 8. CERTAIN CONDITION OF HORSES:** Consignor must advise the ATBA in writing on any horse offered for sale as to the following: (I) that title to the horse is clear and transferable; (II) that the horse's identity, description and eligibility for stakes engagements and incentive programs as set forth in the catalogue are true and correct; (III) that the horse is not a "cribber" or a "wobbler"; (IV) that the horse has no disease or injury of the eye; and (V) that each horse described as a colt must have two testes descending to the scrotum and each horse described as a gelding or a ridgeling must be fully delineated as such. Consignments will not be accepted from anyone who

has, to the knowledge of the ATBA, at any time misrepresented a consignment at this time or any other sale. The consignor hereby indemnifies and holds the ATBA harmless from any and all liability or damage that might be incurred by the ATBA due to the condition of any horse entered by Consignor in the sale. Horses having any of the conditions set forth in this paragraph are subject to return to Consignor as set forth hereinafter.

9. RIGHT OF RETURN: Any horse sold in this sale whose condition is as set forth above shall be subject to return to Consignor. The Consignor shall be responsible for refund of the purchase price and reimbursement for all expenses incurred on behalf of the horse from the fall of the hammer. However, in order to be eligible for a refund the Purchaser must immediately upon learning of such defect notify the ATBA in writing with a veterinary certificate attached confirming such defect, such notification to be given forty-eight (48) hours of sale. Any and all right to return a horse for any condition whatsoever shall terminate forty-eight (48) hours after the time of the sale and Purchaser shall thereafter have no further right to return any horse for any reason whatsoever. Notwithstanding anything to the contrary contained in this provision, the ATBA shall be sole and final arbitrator of whether or not a horse may be properly returned by a Purchaser and Consignor's liability therefore and each party to the Sale agrees to be bound by ATBA's decision.

10. BROODMARES: Each broodmare in this sale will be offered with veterinary certificate provided by consignor and satisfactory to Arizona Thoroughbred Breeders Association, Inc., showing her to be either, 1. in foal, in the opinion of the examining veterinarian, based on manual examination, within 10 days prior to date of sale, or, 2. barren, apparently free of infectious vaginal disease and in sound breeding condition in the opinion of examining veterinarian, based on speculum examination within 10 days prior to the date of sale. Any purchaser of a broodmare sold in this sale may have her examined within 24 hours after the fall of the hammer, or prior to removal from sale premises, by a veterinarian acceptable to the ATBA. Any broodmare so examined whose pregnancy status is found not to be as represented at the time of sale shall be returned to consignor as unsold, and consignor shall pay the veterinarian's fee for examination. Mares sixteen years or older which are currently not in foal and which have not produced a live foal during each of the past two years will not be accepted for this sale.

11. BREEDING CONTRACTS: Any contractual agreements between owners of broodmares in this sale and owners of stallions to which these mares may have been bred or are to be bred do not follow the mares unless so announced at time of sale, The possible return to any stallion or possible refund of any stud fee does not go with any broodmare unless so announced at time of sale.

12. CATALOGUE AND ANNOUNCEMENTS: Horses catalogued in the Sale are offered with their pedigrees, racing records, eligibility for incentive programs, engagements, breeders of record, locations where bred, as represented by Consignor, to the ATBA. The consignor hereby indemnifies and holds the ATBA harmless for the accuracy of information provided. While certain information may have been procured by ATBA from third parties on behalf of Consignor, it is nonetheless solely the responsibility of consignor to verify the accuracy of such information and to notify the ATBA of any corrections prior to sale. The ATBA is not responsible for any statements made in the catalogue or from the auction stand concerning horses listed therein for sale, or for any warranties, expressed or implied on their behalf.

13. MEDICATION: Each Consignor shall advise the ATBA twenty-four (24) hours prior to the time of sale by form of a veterinary certificate of any and/or all medication being currently administered to each horse consigned. This information shall be posted in the sales office prior to the sale of the horse. The Purchaser of said horse shall verify and lodge any variances and/or objections to the ATBA for right of return to consignor, as per Condition No.9, within forty-eight (48) hours after the date of Sale or prior to removal of the horse from the sales grounds, whichever shall first occur.

14. REGISTRATION CERTIFICATES: The Jockey Club Certificate of Foal Registration for each horse consigned shall be furnished by the Consignor to the ATBA. The ATBA will withhold settlement from any sale until a Certificate of Registration has been delivered to the ATBA for that Particular sale and horse.

15. ATBA IS AGENT ONLY: The auctioneer and ATBA act as agents for the Consignor and not for the Purchaser.

16. INELIGIBLE BIDDERS: No bids will be honored from bidders who have defaulted payment on any purchase at any previous sale conducted by the ATBA.

17. PURCHASER'S OBLIGATION TO INSPECT: Purchaser acknowledges that they have had the opportunity to inspect and examine, by veterinarian or otherwise, each horse they have purchased, and accepts the animals purchased with all conditions and/or defects in the horse's then "AS IS" condition.

18. ARBITRATION: Any controversy or claim arising out of the sale or consignment shall be settled by arbitration between the conflicting parties, pursuant to the following procedures: 1. any and all claims must be made in writing to the ATBA, whose determination regarding whether or not a claim has been timely and properly presented shall be binding and final to all parties; 2. upon determination by the ATBA that a claim exists, the disputing parties shall select a qualified independent arbitrator to hear the claim in cases concerning the physical condition of a horse, the arbitrator must be a State of Arizona licensed veterinarian and in all other claims the arbitrator must be a State of Arizona licensed attorney; 3. if the claimants can decide on a single arbitrator, he shall hear the claim and evidence and his decision shall be binding upon the parties; 4. if the claimants cannot agree upon a single independent arbitrator, each party shall choose his or her own arbitrator and the two (2) arbitrators shall appoint a third arbitrator; 5. the panel of three (3) arbitrators shall conduct any and all tests, investigation or examinations as is deemed appropriate or necessary and shall conduct a hearing by notifying the ATBA in writing and its decision by majority vote shall determine the validity of the claim and shall be final and binding to all parties.

19. HORSES ELIGIBILITY FOR ENGAGEMENTS: The Purchaser shall have the full and total responsibility to make any and all investigations concerning the horse's eligibility for any type of incentive programs or stakes engagements, or similar matters. All parties acknowledge that the ATBA has no obligation or responsibility to advise Purchaser of any said incentive programs or stakes engagements, or similar matters, and from the fall of the hammer Purchaser assumes all obligations including payment of all fees.

20. COLLATERAL AGREEMENTS: The ATBA is not bound by any oral or written agreement or alleged agreement varying in any manner from these Conditions of Sale between any Purchaser or Consignor unless agreed to in writing by the ATBA.

21. SEVERABILITY: If any provision of these Conditions of Sale is held to be illegal and invalid, such illegality or invalidity shall not affect the remaining provisions of these Conditions of Sale and they shall continue in full force and affect as if such illegal or invalid provision had never been inserted therein.

22. LIMITATION OF ACTIONS: Any and all actions arising out of any alleged breach of these Conditions of Sale, must be commenced within one (1) year after the date of such breach occurs. However such action must be commenced within one (1) year of breach, regardless of the aggrieved parties lack of knowledge of the breach.