

MORRISVILLE COLLEGE FOUNDATION INC.
CONSIGNOR'S AGREEMENT
Yearling Sale September 27 2010

1. I agree to pay the Morrisville College Foundations Inc. (hereafter referred to as the Foundation) a NONREFUNDABLE entry fee of \$350.00 plus 7% of sale price as commission for services rendered for a horse selling less than \$15,000. For those horses selling at \$15,000. or above the commission will be 6%.
2. **I agree to notify the Foundation in writing of any ridgling (cryptorchidism), wobblers, cribbers, broken bones, chips, nerving, or unsoundness of sight or wind at least 30 days prior to the sale.**
3. If any litigation should arise as a result of a horse having any of the aforementioned conditions and of my not notifying the Foundation of any of the aforementioned conditions prior to the sale, or for any other reason whatever other than willful negligence of the Foundation, I agree to indemnify the Foundation and hold them harmless of any loss or judgement and shall pay any and all legal costs, fees and disbursements, including attorney's fees, against them regarding the sale of this animal or the agency created herein.
4. In the event that I am not the owner of the horse listed herein, I hereby certify to the Foundation that I have the legal capacity and authority of the U.S.T.A., owner of record, to consign this horse and bind the owner to the terms stated herein.
5. This agreement is intended by the parties to be a complete, exclusive and entire statement of the terms of their agreement and understanding regarding the subject matter set forth herein. This Agreement supercedes any prior agreement, writing or understanding, verbal or written, regarding the subject matter hereof. Any subsequent agreements, amendments or modifications of this Agreement shall be in writing signed by both parties.
6. This Agreement shall insure to the benefit of the parties and shall be binding upon their successors, assignees, executors, administrators, heirs, and personal representatives.
7. The provisions of this Agreement are severable and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction then such invalidity or unenforceability shall effect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner effect such clause or provision in any other jurisdiction, or any other clause or provision in the Agreement in any jurisdiction.
8. In the event that I or a duly authorized agent elect to "bid-in" or otherwise retain (RNA) aforementioned horse in this contract, I agree to pay Morrisville College Foundation, Inc. 7% of the final bid price for horses selling under \$15,000. I agree to pay Morrisville 6% of the final bid price for horses selling at \$15,000. or above.
9. I agree to furnish a halter free with each horse offered for sale. Furthermore, I agree that said horse will be halter broke and leadable by sale date.
10. I hereby agree that there will be no claims, judgements, liens, or ownership disputes relating to the horse described in this agreement. **Consignor is responsible for the identity of all horses consigned and offered for sale.**
11. I hereby agree to Stake said horse to a **minimum of 5 engagements** (submit attached form or comparable listing). The Foundation is not responsible for any errors, misstatements or omissions in the engagements. The Consignor is the responsible party for all such statements.
12. **All horses must be Registered at time of consignment.** It shall be the duty of the Consignor to furnish a signed Registration Certificate, a current negative Coggins test for each horse taken within 180 days prior to the date of sale, proof of Rabies and Equine Herpes (rhino) vaccinations within 180 days prior to date of sale. We must have these documents in our possession on or before sale date. The Coggins test submitted for each horse must include the tattoo number, any freeze brands and all identifiable markings of the horse. **The Coggins test must be an original or carbon copy of an original, legible, unaltered and must show the seal of the state in which it was drawn. No copies made on a copyng machine are acceptable.**
13. If a yearling is pulled from sale after arriving at the place of sale, Consignor will be assessed a \$1,000. penalty. The only exception will be yearlings deemed unfit for sale by the Sale Veterinarian.

Registered Horse Name: _____ Freezebrand/Tattoo number: _____

Color: _____ Sex: _____ Foaling date: _____ SIRE: _____

DAM: _____ SECOND DAM : _____

Consigned by: _____

As it will appear in catalog. Agent name if applicable.

Consignor's address: Street _____ City _____ State _____ Zip _____

Telephone: _____ Fax: _____ E-mail: _____

Registered Owner(s): _____

Address: Street: _____ City _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

**** I have read and agree to the terms of this contract stated herein.****

Signature of Consignor: _____ - Date: _____

Morrisville Sale Company Rep: _____ Date: _____

Please return contract to: Standardbred Sale, Marshall Hall, Morrisville State College, Morrisville, NY 13408

Sales office telephone: 315 684 6355, fax 315 684 6621, E-mail: taylor@morrisville.edu

Contract no: _____