



Sale Date: _____

Entries Close: _____

ENTRY BLANK

Conducting Tattersalls Sales: Teater Saddlebred Enterprises, Inc.
205 Parks Lane • Nicholasville, KY 40356 • Telephone: 859/885-7283 • Fax: 859/887-5780 • www.tsetattersalls.com

CONSIGNMENT DESCRIPTION

This horse is the property of _____

Complete Address _____

Owner's Phone _____ Cell Phone _____ E-Mail _____

Agent for owner, if any _____

Complete Address _____

Agent's Phone _____ Cell Phone _____ E-Mail _____

NAME OF HORSE _____ **Registration Number** _____

Please Check: 5-Gaited 3-Gaited Fine Harness 3-Gaited Park Equitation
Pleasure (3-Gaited 5-Gaited Driving) Two-Year-Old Yearling Weanling
 Broodmare Broodmare and Foal Other _____

Color _____ Sex _____ Height (if age 3 or older) _____ Markings _____

FOALING DATE _____ **Bred by** _____
Name City, State

Sire of Entry _____ Registration Number _____

Dam of Entry _____ Registration Number _____

OWNER'S STATEMENT

Please be brief and factual. Include recent and/or important wins, or, if broodmare or stallion, noteworthy produce or lineage of dam's side of pedigree. If young horse, state stage of training. Please do not state "Reason for Selling." (Owner's statement subject to editing by catalog committee.)

If the entry is a broodmare and: she has been pronounced in foal or she is being bred (check one box)
Stallion Bred to: _____ Last Breeding Date _____

If the entry is a broodmare and she is selling with a foal by her side:
Sire of Foal: _____ Foaling Date _____ Colt Filly

ENGAGEMENTS: Name any Futurities, Sweepstakes, or other prize money programs to which your entry is eligible.

I enter the animal described above for sale at the auction conducted by Teater Saddlebred Enterprises, Inc., subject to conditions hereon, and on reverse side of Entry Blank which I acknowledge to have carefully read and examined, and which I fully accept and agree to be the contract between us.

Signature of owner or authorized agent _____ Date _____

TSE check in settlement payable to _____

Address _____

PLEASE NOTE: Original registration certificate must be sent to the TSE office at time of entry. No advance payment is required.



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By entering an animal or animals in any sale conducted by **TSE/TATTERSALLS** and by the **CONSIGNOR** or his Agent signing the reverse side of this Entry Blank, the **CONSIGNOR** does thereby agree to the following terms and conditions.

The **CONSIGNOR** agrees that all animals shall be at place of sale in proper time, delivered free of expense and contagious or infectious disease to **TSE/TATTERSALLS** and subject to its direction, for sale according to the laws of the Commonwealth of Kentucky. The right to bid is reserved for all sellers in the sale unless otherwise announced at time of sale.

The **CONSIGNOR** agrees that after having consigned a horse to the sale of **TSE/TATTERSALLS**, he will not dispose of it by private sale, either prior to or during the progress of the sale, or any time the horse is on the sale grounds, and he hereby contracts to pay to **TSE/TATTERSALLS** a withdrawal fee of ten percent of the actual selling price or \$600.00, whichever is greater, if this agreement is violated. The minimum withdrawal fee, regardless of sale price or value, is \$600.00.

CONSIGNOR shall notify **TSE/TATTERSALLS** within twenty-four hours if the horse develops a serious injury or serious disease after consignment which impairs its suitability for sale. Upon such occurrence, **CONSIGNOR** may submit a request to **TSE/TATTERSALLS** to withdraw the horse from the sale. **CONSIGNOR** shall make the request for withdrawal in writing as soon as practicable after the onset of the condition and **CONSIGNOR** determines that the horse is not suitable for sale. **CONSIGNOR** shall provide the affidavit of a licensed veterinarian which (1) states the date the animal was first examined for the condition, (2) specifically identifies the condition of the animal, and (3) states an opinion to a reasonable degree of scientific and medical certainty that the animal is suffering from serious injury or serious disease which renders the horse unfit for transportation and sale. **CONSIGNOR** shall submit the request for withdrawal and veterinarian's affidavit to **TSE/TATTERSALLS** not later than twenty-four hours prior to commencement of the first sale session. If **TSE/TATTERSALLS** consents to withdrawal due to serious injury or serious disease and releases the horse from the sale, **CONSIGNOR** will be charged a \$300.00 catalog fee rather than a \$600.00 minimum withdrawal fee.

The animals consigned to the sale of **TSE/TATTERSALLS** are entirely at the risk of the **CONSIGNOR** until sold and fully paid for. The **CONSIGNOR** is the responsible party, **TSE/TATTERSALLS** acting simply as agent. **CONSIGNOR** warrants title to each animal (including foals and foals in utero) free of any liens or encumbrances and agrees to defend title against all claims. **CONSIGNOR** warrants all information set forth herein regarding pedigrees, identity, engagements, etc. **CONSIGNOR** warrants that no animal that is suffering from contagious disease or is unsafe or vicious will be sent to the sale. **CONSIGNOR** acknowledges that **CONSIGNOR** is solely responsible for all information provided herein. **CONSIGNOR** agrees to defend any suit at law or equity brought by a purchaser against **TSE/TATTERSALLS** on account of any animal and to indemnify and hold **TSE/TATTERSALLS** harmless from all costs, claims, expenses, including reasonable attorneys' fees, incurred because of question of title, pedigree, physical condition, health, identity, engagements or resulting from claims against the animal or proceeds from sale.

TSE/TATTERSALLS reserves the right to refuse any entry and to withdraw any horse from any sale at any time in the event **TSE/TATTERSALLS**, in its sole discretion, determines the horse to be unfit for sale for any reason, in poor physical or veterinary health, vicious, contagious or carrying infectious disease, the Registration Certificate is not delivered to **TSE/TATTERSALLS** prior to the time of sale, or **TSE/TATTERSALLS**, believes or has reason to believe ASHA (or the appropriate governing body responsible for effecting the transfer of American Saddlebred horses) will not cause the Registration Certificate to be transferred to the purchaser for any reason. In the event a horse is withdrawn pursuant to this paragraph, **CONSIGNOR** agrees to pay **TSE/TATTERSALLS** a withdrawal fee of \$600.00. In the event **TSE/TATTERSALLS** elects to not withdraw a horse that may have or be involved with any of the conditions set forth in this paragraph, such election by **TSE/TATTERSALLS** shall not constitute a waiver, nor establish a custom and shall not abrogate **TSE/TATTERSALLS'** right to withdraw any other horse for any reason.

The Registration Certificate of each animal listed as registered must be furnished with a clear title of ownership by the **CONSIGNOR**. The **CONSIGNOR** authorizes **TSE/TATTERSALLS** to act as his agent in the transfer of the registration certificate. If for any reason the Registration Certificate cannot be furnished prior to the time of sale, **TSE/TATTERSALLS** shall have the right to withdraw the horse and charge a withdrawal fee of \$600.00 in its sole discretion. In the event **TSE/TATTERSALLS** does not withdraw a horse as a result of **CONSIGNOR's** failure to timely deliver the Registration Certificate, it is the responsibility of the **CONSIGNOR** to have the Auctioneer announce the Registration Certificate has not been furnished with a clear title of ownership. **TSE/TATTERSALLS** will withhold settlement to **CONSIGNOR** for all sales when animal is sold as registered until delivery of Registration Certificate in proper order, unless the Purchaser agrees to accept the animal without registration paper.

The **CONSIGNOR** agrees that he will be present in person, or have a duly authorized representative present, to make true representations respecting each animal. In disputed cases involving the soundness of an animal or statement by **CONSIGNOR**, **TSE/TATTERSALLS** will have the sole right to appoint an expert who shall decide the point at issue. The decision of the expert and no other, shall be binding on both seller

and buyer, and if the **CONSIGNOR** is decided in the wrong, he agrees to pay the examination fee, and that in case the animal is refused by a bidder on account of misrepresentation of the **CONSIGNOR**, and the refusal is sustained by the referee, **CONSIGNOR** will pay the full commission and accept return of the horse. **TSE/TATTERSALLS** disclaims responsibility for errors and/or omissions by **CONSIGNORs** or their agents and errors and/or omissions in catalog.

TSE/TATTERSALLS is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgment, is not a reliable or responsible party. And in case any purchaser fails to pay for and receive an animal struck down to him, **TSE/TATTERSALLS** is authorized to accept the same amount from another person or to accept the next highest bid, or it may, in its judgment it be to the best interest of all concerned, put the animal up for sale the second time. But in case where an animal is not paid for fully in cash, the **CONSIGNOR** agrees to receive it back as unsold, without attaching any liability to **TSE/TATTERSALLS**, and this condition includes in its obligation the stoppage of payment of check or draft, or any action of that nature which includes cases when animal has been removed from the premises by the purchaser and payment of check is stopped or is returned marked insufficient funds, or no account, and the like. **TSE/TATTERSALLS** may, in its sole and exclusive discretion, elect to make full or partial settlement with **CONSIGNOR** despite a default by purchaser. Such elections by **TSE/TATTERSALLS** to pay the **CONSIGNOR** shall not constitute a waiver, nor establish a custom and shall not abrogate **TSE/TATTERSALLS'** right to withhold settlement from **CONSIGNOR** in any case where the purchaser has defaulted.

TERMS OF COMMISSION (As of Jan. 1, 2003):

A commission of ten percent on the highest bid will be charged, except when an animal sells for less than \$3,000.00, then the commission shall be Three Hundred (\$300.00) dollars.

For "No Sales," the **CONSIGNOR** must pay five percent of the "No Sale" figure or Three Hundred (\$300.00) dollars, whichever is more.

Catalog photos, ASHA transfers, and feed charges will be deducted from sales proceeds or charged for in the event the animal is not sold or offered.

A minimum withdrawal fee of \$600.00 will be charged for all "outs." In the event of default on payment of this debt, the debtor will be responsible for all costs relating to professional collection, including, without limitation, collection fees, attorney fees, interest, and court costs.

TSE/TATTERSALLS will settle with **CONSIGNOR** for property sold not earlier than the thirtieth day after the last day of sale, as it requires that time to make up accounts and straighten up settlements with purchasers, and the like, following the sale of animals.

WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATING IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

It is the **CONSIGNOR's** responsibility to notify **TSE/TATTERSALLS** management in writing of any reserve bids they wish to place on horses not less than fifteen (15) hip numbers before the horse is scheduled to sell. All sales are final at the fall of the hammer unless the reserve bid has not been attained. **CONSIGNOR** may not "No Sale" a horse after the last bid is made by a bonafide purchaser. **TSE/TATTERSALLS** accepts no responsibility in the event the **CONSIGNOR** fails to notify management of these reserve bids, or if a mistake is inadvertently made in selling the horse.

IMPORTANT!

COGGINS AND HEALTH CERTIFICATES: A Coggins (Equine Infectious Anemia) Test taken within twelve (12) months prior to sale is required. Any horse shipped to **TSE/TATTERSALLS** without proper Coggins will be quarantined at the **CONSIGNOR's** expense until proper negative Coggins is acquired. A health certificate is also required, stating that examination was made within the past thirty (30) days and revealed the animal to be free from symptoms of any infectious disease or exposure thereto, and it shall include any tests that have been conducted as well as all vaccinations including vaccination date and type of vaccine used.

BROODMARES: All broodmares offered as being in foal must be accompanied by a certificate signed by a certified veterinarian, dated within ten (10) days prior to the sale, stating the mare is in foal. Should this certificate not be in **TSE/TATTERSALLS'** office twenty-four (24) hours before the mare sells, the mare will be examined by the sale veterinarian and this fee will be charged to the **CONSIGNOR's** account. In order to sell a broodmare and its current foal as separate lots, the foal must be weaned prior to arrival on the sale grounds. If foal is not weaned, and although cataloged separately, **TSE/TATTERSALLS** will sell mare and foal as one lot.