

Contract due July 15, 2025

Make Checks payable to: QHRAI Speed Sale

QUESTIONS? Chris Duke 317-474-0088

Teresa Myers 260-726-5090

ATTENTION CONSIGNORS: Please Read Carefully

Mail Entries to:

QHRAI - %Teresa Myers

9439 W 200 S

Dunkirk, IN 47336

Email: mtjmyers@yahoo.com

- Lot numbers will be assigned and catalog preparation will begin immediately following the deadline.
- Late entries will not be included in the catalog.
- There are no guarantees, the sale is final when the Auction ends.
- Sales Commission is 5%, No Sale commission is 3% (minimum commission \$150)
- Minimum bid is \$1,000.
- Credit Card Sales will include 3% convenience fee.
- Indiana Sales Tax will be collected on all Sales.
- Payment to sellers will be made no sooner than 21 banking days after the last day of sale.
- More info/contracts available at indianaquarterhorseracing.com.

CONSIGNMENT FEE:

\$200 per horse paid with consignment contract.

\$300 per horse paid from proceeds

Complete one form for each horse consigned;

SIGN & RETURN BY DEADLINE.

Entries submitted without a signed contract will not be accepted.

This consignment form is to be accompanied by horse's original Registration Certificate and a properly signed Transfer.

Consignment Contract 2025

CONSIGNED BY: _____

(Complete this line EXACTLY as you wish the Consignor to appear in Sale Catalog - include Agent Name if applicable)

HORSE NAME: _____ Reg. # _____

☐ Check if horse is a breeding prospect only (is no longer sound for racing.)

Embryo Transfer? ☐ NO ☐ YES

Check if: ☐ Cribber ☐ Cryptorchid ☐ Sight Defect ☐ Bleeder Other Defect (explain) _____

FOALING DATE: Mo. _____ Day _____ Yr. _____ Color _____ SEX: ☐ Female ☐ Male ☐ Gelding

SIRE: _____ Reg. # _____

DAM: _____ Reg. # _____

DAM'S SIRE: _____ Reg. # _____

ELIGIBILITIES: _____

ENGAGEMENTS (paid through sale date): _____ In training at sale time? ☐ NO ☐ YES

IF STATE-BRED (fees paid, papers stamped) name state: _____ & check type: ☐ State-Bred/Racing ☐ State-Bred/Breeding

Registered Owner _____ Agents Name _____

Address _____ Address _____

Town, ST, Zip _____ Town, ST, Zip _____

Phone _____ Phone _____

Email _____ Email _____

Can we list your name and phone number for questions & appointments to view your consignment? ☐ YES ☐ NO

Any additional information that you would like available to viewers about your consignment? _____

Signature _____ Date: ____ / ____ / ____

Consignor (or Authorized agent) Signature. By signing above, Consignor (or Authorized agent) agrees that all information provided is accurate and true.

QHRAI Speed Sale Consignment Contract 2025

This contract is entered into between Seller (Consignor) and Quarter Horse Racing Association of Indiana, Inc (hereinafter referred to as QHRAI, Inc) pursuant to the following terms and conditions:

1. A \$200 entry fee shall be rendered to QHRAI with this Consignor's contract. This fee is not refundable. In addition to this entry fee, Consignor agrees to pay QHRAI a commission fee of 5% of the final bid recognized by the auctioneer or \$150 (which- ever is greater) if the horse is sold to a bona fide buyer. Consignor may choose to set a reserve for his horse. Consignor is responsible for bidding to this reserve. 3% Commission fees apply to RNA's. QHRAI reserves the right to publish the name of the final bidder.
2. Upon execution of this contract, Consignor agrees not to dispose of the horse by private sale. The horse will be offered to the final bidder. Consignor further agrees not to withdraw his horse except in case of serious injury or serious sickness. In the event of serious injury or sickness, Consignor agrees to notify QHRAI within 24 hours of discovery of such sickness or injury. If it becomes necessary to withdraw the horse due to serious injury or sickness, a notarized veterinary statement must be presented to QHRAI at least 24 hours prior to commencement of the first session of the Sale. The veterinary statement shall state the date the horse was first examined and should be specific as to the nature of the horse's problems. If the horse must be withdrawn due to injury, sickness or death, QHRAI will retain the entry fee described in paragraph one. There will be no substitutions allowed for horses withdrawn due to injury, sickness or death. To withdraw for any reason after July 15th, except for the above stated veterinary statement, a \$500 fee will be assessed to the consignor.
3. Consignor is the sole responsible party for the safety and well-being of his horse until the end of the Auction. Although QHRAI will make every effort to collect the purchase price, QHRAI is simply the Agent in this transaction. At no time does QHRAI have a pecuniary interest in this horse. The Consignor fully warrants clear title of the horse to the Buyer and thereby represents that there are no encumbrances against the horse. Consignor guarantees to Buyer full, complete and peaceful ownership.
4. This contract shall become part of QHRAI's file. Consignor agrees to receive the horse back as being unsold and shall forfeit entry fee if a qualified veterinarian determines that particular defects were not announced. (see page 1: cribber, cryptorchid, sight defect or bleeder.) In disputed cases involving the defects of a horse (identified above), QHRAI will have the sole right to appoint an expert who shall decide the fact at issue. The decision of the expert shall be binding on Consignor and Buyer. If the Consignor is determined to be at fault, he agrees to pay the examination fee. In case the horse is rejected by the Buyer as a result of misrepresentation by the Consignor and the rejections is sustained by the expert, the Consignor will pay the full commission owed and forfeit the entry fee.
5. QHRAI reserves the right to reject the sale of any consignment if it considers the horse unfit for sale. QHRAI also reserves the right to (a) determine the lot number of all entries, (b) change the time or date of this sale should unforeseen circumstances necessitate such a change, and (c) subject horses to examination by appointed veterinarian prior to sale. Said horse will be sold on his findings. Any horse found to be in unsatisfactory condition will not be permitted to sell (entry fee forfeited).
6. Each and every horse consigned to the sale must have a negative Coggins Test drawn within 6 months of sale date.
7. The Registration Papers of each horse must be furnished with a signed transfer of ownership by the Consignor. If for any reason the Registration Papers cannot be furnished, it is the responsibility of the Consignor to have this information announced. QHRAI will withhold settlement to Consignor for all sales until it receives delivery of Registration Papers, and any other necessary documentation in proper order. In the case of broodmares, all information required to register unborn foal will be provided by Consignor.
8. QHRAI 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 a horse struck down to him, QHRAI is authorized to accept the same amount from another person, or to accept the next highest bid, or it may if in its judgment it is in the best interest for all concerned, put the Horse up for sale a second time. QHRAI shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in the case where a horse is not paid for fully in cash and/ or check, or should conditions make immediate resale as herein provided impossible or impractical, the Consignor agrees to receive it back as unsold, without attaching any liability to QHRAI.
9. QHRAI will settle with Consignor for property sold no sooner than 21 banking days after the last day of sale.
10. The laws of the State of Indiana will govern this contract.
11. All EIA (Coggins) laboratory certificates must have all the marking described and drawn on the certificates for International Shipments of Horses. Original Certificate, No Copies accepted! Only (1) one horse per certificate.
12. I represent and warrant that I have read the foregoing terms and conditions of sale and agree to abide by them, and have signed this contract with full and complete understanding thereof.

Signature _____ Date: ____ / ____ / ____
Consignor (or Authorized agent) Signature. By signing above, Consignor (or Authorized agent) agrees to the terms and conditions of the sale and agree to abide by them.

AUTHORIZED AGENT

(This form MUST be notarized)

To: QHRAI - Quarter Horse Racing Association of Indiana

I have this day appointed _____
Print Name

Address

To act for me in the 2025 QHRAI Speed Sale. Said appointee, as my duly appointed and authorized agent shall have full power and authority to act for me in any and all matters in connection with or arising out of the sale of horses at the aforementioned sale. Said agent is further authorized to execute any and all documents in connection with the sale and to receive any and all funds and to do all things incidental to and in furtherance of the sale of horses. I authorize the payment of all proceeds of sale to my agent. This agency is revocable only in writing prior to the date of sale.

Owner Signature

Print name

Subscribed and sworn to before me this _____ day of _____, 2025

Notary Signature

Print Name Notary

County, State

Consignment Fee Payment by Credit Card Authorization

Visa Master Card Discover American Express

Card #: _____ Amount authorized - \$_____. A 3% convenience fee
will be added

Exp Date: _____ 3 digit code: _____

Name on card: _____ Signature: _____

Card Billing address: _____

REQUIRED DOCUMENTS

☐ AQHA Registration Papers

☐ State Bred Certificates, if applicable

☐ Signed Transfer

☐ Negative Coggins test within 6 months of sale date

IMPORTANT NOTICES

- \$200 Entry Fee – Must be submitted with contract.
- Fee is NON-REFUNDABLE.
- AQHA Registration papers and a signed transfer must be included with the consignment contract
- **Contract will not be accepted without signature of consignor or his/her agent.**