BUCKEYE CLASSIC THOROUGHBRED SALE

CONSIGNMENT CONTRACT

October 17, 2024 @ 2:00 pm

Sponsored by the Ohio HBPA

Acceptance Criteria:

Any Jockey Club registration papers and/or late entry fees submitted will be returned to you by September 27, 2024 if entries are not accepted into the sale. Any entry not accompanied with the full $250 entry fee will be rejected.

To be conducted at Delaware County Fairgrounds, Delaware, OH.

ENTRY FEE: $250 per horse

EARLY ENTRY DEADLINE: July 15, 2024

LATE ENTRY DEADLINE: August 15, 2024 *($100 Late Fee)*

JOCKEY CLUB PAPERS - DEADLINE: September 27, 2024

COGGINS - DEADLINE: September 27, 2024

EVA - DEADLINE: September 27, 2024

Health and EHV-1 Certificate - Required

Vet Certificates and Stallion Certificates Required
(Dated within 14 days of sale)

Return Contract to:
Smokin C Thoroughbreds
3521 Haut Street SW
East Sparta, OH 44626
Email: smokincllc@gmail.com

BUCKEYE CLASSIC
THOROUGHBRED SALE

BUCKEYE CLASSIC THOROUGHBRED SALE - 2024

For Office Use Only

No. Horses _____

Fees Paid _____

Contract # _____

Owner: _____

(Must be identified)

Address: _____

City/State/Zip: _____ Email Address: _____

Tel: _____ Cell: _____ Fax: _____

(Owner or Authorized Agent must sign on page 4 of this contract)

Property Line: The head of each catalogue page will read as follows **(please select one option below):**

☐ **If selling yourself as owner:**
Property of: _____ (Your name/farm or stable name)

☐ **If using an agent and wish to include your name:**
Consigned by: _____ (Your agent)
For: _____ (Your name/farm or stable name)

☐ **If using an agent and do not wish to include your name:**
Consigned by: _____ (Your agent/agent #)

Charges: *(Make checks payable to Buckeye Classic Thoroughbred Sale, LLC)*

EARLY ENTRY FEE: $250 per horse due at time of entry - (**NONREFUNDABLE**)
LATE ENTRY FEE: $250 + $100 = $350 (**NONREFUNDABLE**)
COMMISSION: 5% (five percent) of final bid, minus entry fee
THOROUGHBRED AFTERCARE ALLIANCE (TAA): 0.05% of final sale price.
Any/all vet work, scope X-Rays, etc. is the responsibility of the seller.
Each entry includes a stall and 2 bags of shavings.

OFFICE USE	Color	Sex	Foaling Date Month Day Year	Sire	Dam	Dam's Sire
	NAME				State or Foreign Country Where Foaled:	

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	NAME				State or Foreign Country Where Foaled:	

BUCKEYE CLASSIC THOROUGHBRED SALE

AUTHORIZATION OF AGENT

Sale: _____ **Sale Date:** _____

I hereby appoint: _____

Agent's Name: _____

Address: _____

City/State/Zip: _____

Tel: _____ **Fax:** _____ **Email:** _____

Horses:

_____

_____

_____

The undersigned, as Owner of the horses consigned for sale at the Auction Sale identified in this Contract, hereby appoints the above named as my agent to act on my behalf in any and all matters in connection with this sale. These powers include, but are not limited to, cataloging, providing additional information, executing any and all documents in connection with the sale, incurring appropriate and incidental expenses related to the Sale or withdrawing horse from the Sale. Said agent may establish reserve prices, or bid on any horse on this contract whether or not a reserve price has been previously established. **Owner authorizes the payment of all proceeds of sale to above named agent. Owner expressly agrees to be bound by all terms set forth in this Consignment Contract.**

Owner's Signature _____ **Date:** _____

Print Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

PLEASE READ CAREFULLY BEFORE SIGNING

To: RES Auction Services
375 Fry Road | Wooster, OH 44691

Owner agrees to the following terms and conditions:

1) Auctioneer is hereby appointed as the Owner's/Seller's agent to sell each horse consigned with full authority to transfer title thereto, to receive proceeds of sale for Owner's/Seller's account, and to distribute sale proceeds as Auctioneer reasonably believes appropriate. Owner/Seller is solely responsible for the correct identity of each horse consigned and to the accuracy of any and all information regarding each horse in the sales catalog. Owner/Seller agreed to review all information and report any material inaccurate or omissions to Auctioneer prior to the sale.
2) Owner/Seller warrants title and ownership of each horse consigned. Free and clear of any liens and adverse claims whatsoever except those which Owner/Seller communicates to Auctioneer in writing prior to sale.
3) The entry fees for each horse consigned will be paid when this contract is submitted and the entry fee will be fully earned and non-refundable when Auctioneer accepts this contract. In addition to the entry fee, Owner/Seller will pay the Auctioneer a sales day fee of 5% of the selling price MINUS ENTRY FEE. The commission and other amounts due Auctioneer may be deducted from the Owner's/Seller's proceeds and the commission shall be fully earned by the Auctioneer at the fall of the hammer even in the event that the horse is returned to the Owner/Seller as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owed to Auctioneer exceed new proceeds of Owner's/Seller's consignments, Owner/Seller shall immediately pay Auctioneer the balance due and said balance shall bear service charges of two percent (2%) per month from the date of sale until balance is paid in full.
4) Owner/Seller may withdraw in writing any consigned horse prior to the assignment of catalog hip numbers. Thereafter, Owner/Seller may withdraw any consigned horse if it is unfit for sale due to material veterinary reasons acceptable to the Auctioneer upon representation of notarized veterinary certificates stating the condition of the horse which necessitates withdrawal. If Owner/Seller sells any consigned horse prior to the auction or withdraws or fails to present any horse for sale at the auction for reasons other than as authorized above, Owner/Seller agrees to pay the Auctioneer a flat fee of $500.
5) Auctioneer shall have the right in its sole and absolute discretion, to extend credit to the Buyer of any horse in Owner's/Seller's consignment. In the event the Buyer of the horse fails to sign the Acknowledgment of Purchase form presented to Buyer by Auctioneer or fails to make settlement as provided in the Conditions of Sale or should Auctioneer, in its sole and absolute discretion, elect not to credit to Buyer and the Buyer fails to pay the full sale price may be less than the original sales price. Auctioneer will attempt to give Owner/Seller notice of such resale but Owner/Seller agrees to indemnify and hold Auctioneer harmless from any adverse consequences of such resale regardless of whether Owner/Seller receives notice before the fact. Should Auctioneer elect not to resell such horse, Owner/Seller will accept return of such horse as unsold provided that Auctioneer waives sale commission.
6) Owner/Seller agrees to provide Auctioneer at a time specified by Auctioneer prior to the commencement of the Sale, all documents pertaining to the horse necessary to complete the sale, including but not limited to: Jockey Club Certificate (JGC) of Foal Registration, blood testing, Stallion Service Certificate, current certification of negative Coggins, veterinary certificate as to breeding status and any government required health and immunization records and certification. If the JGC for any horse consigned has not been issued, Owner/Seller hereby represents that all documentation and payments required by the Jockey Club to complete and issue such certificate have been provided. If Owner/Seller fails to provide such document to Auctioneer Owner/Seller authorizes Auctioneer as its option to secure such document from the person possessing it or alternatively Auctioneer may refuse to sell horse or withhold proceeds due to Owner/Seller until such document has been received.
7) Should any horse consigned be a twin or be required under Jockey Club rules of registration to be registered as of "dual percentage" and such fact has not been disclosed at time of sale Owner/Seller shall accept return of such horse as unsold and will reimburse Buyer and Auctioneer for all reasonable expenses incurred for the cost, maintenance, and transportation of horse from the time of sale until return to Owner/Seller.
8) Owner/Seller agrees to have all consigned horses on the sales premises by the time specified by Auctioneer in its notice to Consignors regarding the sale. Any horse consigned continues in the Owner's/Seller's care, control, custody, and possession for all purposes, whether on or off the premises of the auction until it is taken by Buyer in exchange for a stable release issued by Auctioneer or as otherwise authorized by Auctioneer or Owner/Seller. Auctioneer has no responsibilities for the care or custody of any horse consigned, including the providing of veterinary or other care, but Owner/Seller hereby authorizes Auctioneer to take such action, without liability on his/her part, should Auctioneer deem such action reasonably necessary.
9) Thirty (30) days after date of sale, Auctioneer will remit the net proceeds of Owner's/Seller's consignment provided that Auctioneer shall not be required to remit the net proceeds of the sale of any horse: (1) that is the subject of a dispute or claim by the Buyer or any third party, or (2) in the event of a default by the Buyer in payment of the purchase price until such dispute, claim of default is resolved and the sales proceeds have actually been received by Auctioneer. Sales proceeds received by the Auctioneer, but not remitted, shall not earn interest for Owner's/Seller's account, nor shall any sales proceeds not received by Auctioneer owning to a dispute, claim of default earn interest for Owner's/Seller's account.
10) Auctioneer shall have, in its sole discretion, the right to: (1) reject at any time any horse consigned, (2) determine the order of the sale (3) assign or change stabling assignments, (4) change the date or location of the sale, and (5) make announcements at time of sale concerning any horse consigned, (6) NOTE: ALL "OPEN" BROODMARES WILL BE REJECTED.
11) The sole liability of Auctioneer should the sale be canceled or should Auctioneer fail to catalog or fail to catalog correctly any horse consigned, shall be the return of entry fee for such horse and Auctioneer shall not be liable for any damages, actual or consequential, arising out of any such failure.
12) All information concerning sales prices, incidental and consequential sale expenses, the existence and amounts of liens, charges and other claims and the final payment of account with respect to Buyers, Owners, Breeders and Consignors shall not be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to disclose of such information without incurring liability by any party.
13) Owner/Seller indemnifies Auctioneer from all claims, liabilities, and expenses, including reasonable attorney fees, arising out of or relating to any breach of this contract by Owner/Seller, including without limitation, claims relating to ownership of any horse consigned the priority of payment of sales proceeds and the distribution of sales proceeds of Auctioneer reasonably deems appropriate. In order to secure payment for all commissions, cost, expenses, and damages, including reasonable attorney fees provided for in this contract or for any other monies owed by Owner/Seller to Auctioneer arising or for other transactions. Owner/Seller grants to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable JCC(s) or Stallion Service Certificate(s) and the products and proceeds thereof. Owner/Seller appoints Auctioneer as Owner's/Seller's attorney-in-fact to prepare, execute, and file any financial statement or other documents necessary to protect the security interest granted herein and Auctioneer shall have all rights and remedies of a secured party pursuant to this contract and the Uniform Commercial Code.
14) Owner/Seller acknowledges that Auctioneer may, from time to time, waive provisions of Consignment Contracts of the Conditions of Sale, but Owner/Seller agrees that such waiver shall not constitute or commit Auctioneer to make a similar waiver in the future.
15) If someone other than Owner is executing this Contract, as agent for the Owner, the agent shall have obtained an Agent's Authorization and Owner and Agent shall be jointly and severally liable for all obligations arising here under in favor of the Auctioneer.
16) Owner/Seller represents that he or she has read all provisions of this contract and agrees to be bound by them, and the Conditions of Sale which govern this sale.

Horse Owner's/Seller's Signature: _____

Horse Owner's/Seller's Printed Name: _____

Auctioneer Information Only:

Date Contract Received: _____ **Received by:** _____

Auctioneer Sale Acceptance: (Yes) (No) Signature: _____ **Date:** _____