**Consignment Form**

**For Horses All Ages**

**Catalog Deadline: September 10th, 2017**

**SALE DATE : SATURDAY – OCT, 14th, 2017 @ 5:00 PM**

**Touch of Heaven Ranch Stall Cards, Stall**

 **21071 Milfay Rd & 2 Bags of Shaving Included**

 **Depew, OK 74028 Demos on Sale Day @ 12:00pm**

CONSIGNOR (to be printed in catalog)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE\_\_\_\_\_\_\_\_ZIP\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ALT-PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\* **PLEASE FILL OUT FOLLOWING SECTION IF THE CHECK IS PAYABLE TO SOMEONE ELSE THAN LISTED CONSIGNOR CHECK PAYABLE TO :** NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE\_\_\_\_\_\_\_\_ ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE RETURN BEFORE SEPTEMBER 10th 2017. THIS FORM WILL VOID UNLESS ACCOMPANIED BY ORIGINAL PAPERS, SIGNED TRANSFER (no second party transfers) SIGNED CONTRACT, PICTURE, AND $200.00 CATALOG FEE.**

**EMAIL PICTURES TO:** TouchofHeavenRanch@hotmail.com

NAME OF HORSE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_REG NUM\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COLOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SEX\_\_\_\_\_\_\_\_\_\_\_\_\_\_YEAR FOALED\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entries is Nominated to (futurities, etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Notes (information not available from AQHA/Jockey Club; attach other sheet of paper if necessary). CRIBBERS, CRYPT ORCHIDS, OVERBITES, ETC. MUST BE REPORTED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOOTNOTES:

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**\*\* Is horse paid in FULL to the Future Fortunes Stallion Incentive Program? YES\_\_\_\_\_\_\_NO\_\_\_\_\_\_\_**

OWNERS SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Be sure to sign and return original copy of the consignment rules and keep a copy for your records. Return To: Touch of Heaven Ranch, Depew, OK 74028 – 605-290-1987**

**CONSIGNORS CONTRACT: PLEASE READ BEFORE SIGNING**

I hereby consign the foregoing livestock (the “Animal(s)") to Touch of Heaven Ranch (TOHR) for sale in the Designated Sale (the ”Sale”) and inclusive in the Sale catalog subject to the following Terms and conditions:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize TOHR to advertise and see each Animal at public auction, to make on my behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each Animal to the highest bidder, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of sale for my account.

2. I agree to pay TOHR the designated Entry Fee for each Animal on or before the due date. Subject to the refund provisions set forth in the Agreement, the Entry Fee will be deemed earned by TOHR on the appropriate Withdrawal Date. The Withdrawal Date is September 21, 2017. I understand I have the right to withdraw an Animal prior to the Withdrawal Date and receive a refund of any portion of the Entry Fee previously paid by delivery of a written notice of withdrawal to TOHR. Subsequent to the designated Withdrawal Date, TOHR’s authority to sell each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by TOHR. In the event any Animal is not offered at the Sale (unless withdrawn prior to Withdrawal Date or excused by TOHR), I agree to pay to TOHR, on demand, as liquidated damages and not as a penalty, the Entry Fee and the sum of $1,000.

3. In addition to the Entry Fee, I agree to pay TOHR the sales commission each Animal computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. TOHR is authorized to deduct all sums owing to TOHR from my account and in the event of any deficiency, I agree to immediately pay TOHR the balance due. The sales commission will be 6%, with a minimum commission of $100. in the event of a repurchase or No Sale the fee is $100. Any horse that passes through ring and is repurchased shall not be resold anywhere on the premise unless the sale is handled by TOHR sales staff, 8% commission shall still apply negating the $100 repurchase fee. Any person violating this rule will face possible suspension from Touch of Heaven Ranch & TOHR further events and sales.

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4. I understand that TOHR reserves the right to: (I) reject the entry of any Animal in the Sale at any time on return of the Entry Fee or a portion thereof for such Animal; (ii) approve any assignment of my rights and obligations under this agreement as a condition to such assignment; (iii) determine the order of sale of all Animals; (iv) assign stabling facilities subject to such stabling policies as TOHR may establish; (v) examine each Animal and make such catalog corrections and announcements as TOHR deems appropriate; and (vi) change the time, date or location of the Sale should circumstances, in TOHR’s sole discretion, necessitate such a change.

5. I agree, at the time of entry, to deliver to TOHR the following documents in form satisfactory to TOHR with respect to each animal: (1) the original certificate of registration issued either by American Quarter Horse Association, Appaloosa Horse Club, American Paint Horse Association, or The Jockey Club (or my certificate that all matters required by the applicable registry have been furnished and issuance of the certificate of registration pending); (2) all transfer reports and other items required to transfer the registration of the Animal to the Buyer; (3) properly signed stallion service and breeders certificates for bred mares. Original registration papers, transfer, etc will be held by TOHR until all settlements have been made to TOHR’s satisfaction. As a condition to bringing the animals on TOHR’s premises, I agree to provide a health certificate dated NO EARLIER than ten (10) days prior to the date of the Sale; a NEGATIVE COGGINS test dated NO EARLIER than six months (6 mo.) prior to the date the Animal sells; and evidence, by a licensed veterinarian of pregnancy status for any Animal represented to be bred or pregnant NO MORE than (10) days prior to the date the Animal sells. I UNDERSTAND THAT TOHR WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS IN A FORM SATISFACTORY TO TOHR ARE DELIVERED.

6. A. Payments to TOHR’s consignors will begin on the later of the 21st banking day or the 30th calendar day after the last day of the Sale.

 B. Registration Certificates will not be transferred until the buyer’s check has cleared the bank. Papers will be processed within 45 working days following the Sale.

C. Payment to TOHR’s consignors will be held until all necessary papers are in TOHR’s offices.

 D. A $50.00 fee per Animal will be assessed for all entry Fees which are not approved by TOHR to be withheld from the consignor’s sale proceeds.

 E. AN ASSESSMENT OF $150.00 PER ENTRY WILL BE CHARGED ON ANY PROBLEMS IN PROCESSING PAPERWORK. I agree to provide such information as TOHR might request with respect to the ownership, description, pedigree, produce, performance, health and conformation of each Animal. I understand that TOHR will provide to me a copy of the Sale catalog prior to the Sale

7. I represent and warrant to TOHR and the buyer of each Animal: (a) title to the Animal free from all adverse claims to ownership, use or possession; (b) the Animal is sound of eyes; (c) the Animal is not a “Cribber”; (d) the sex and condition of the Animal as a gelding or a ridgeling is as described in the Sale catalog; (e) that there are no markings that would affect the registration; (f) the identity of the Animal is as described in the Sale Catalog.

8. I agree to deliver each Animal f.o.b. the Sale location not later than 9:00 p.m. local time on FRIDAY OCTOBER 13, 2017. I understand that the maintenance of each Animal is my responsibility until sold and I agree to care for each Animal while stabled on the Sale premises in accordance with approved husbandry practices and TOHR’s stabling policies. On my failure to so care for any Animal, I agree that TOHR may, at TOHR’s option, undertake such care and I agree to reimburse TOHR for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that TOHR will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.

9. I understand that TOHR will use reasonable efforts to verify the financial responsibility of the buyer of each Animal and that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of TOHR’s Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of the default of the buyer or otherwise, TOHR will not be liable for the purchase price of the Animal. TOHR’s sole obligation will be to assist in the recovery of the Animal or to assist in the resale of each Animal at the Sale or by private sale to the extent that I might request. I understand that TOHR does not guarantee the validity, enforceability, payment or collection of any instrument delivered to TOHR in payment of the purchase price of any Animal. Any obligation which TOHR might owe to me by reason of a buyer’s default will be discharged by TOHR’s resale of the Animal by public or private sale whether or not the resale price equals the price agreed to be paid by the defaulting buyer.

10. I agree to indemnify and hold Touch of Heaven Ranch, TOHR, TOHR’s shareholders, directors, agents, employees, contractors, and representatives harmless from all claims, expenses and costs (including, without limitation, attorney’s fees) arising out of: (I) any question of title to or my authority to sell any Animal; (ii) any claimed loss or damages relating to blood typing, genetic testing or parentage verification of any Animal as may be required by the American Quarter Horse Association or the Jockey Club including, without limitation, any failure or inability to perform such blood typing, genetic testing or parentage verification; (iii) any lien, attachment or claim asserted against any Animal or the proceeds of sale;(iv) any claimed default in my representations or warranties with respect to any Animal; (v) loss or damage to property and injury or death of persons caused directly or indirectly byme,my agents or employees or any Animal; (vi) my entry or sale of any Animal; or (vii) my default in performance hereunder, I agree to pay TOHR, on demand, the full amount of any loss which TOHR may incur in settlement of any claim or demand on account thereof.

11. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal. I have read and understand the Sale Conditions and Settlement Procedures, hereby approve the same and agree to be bound thereby.

12. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, any successor in ownership of each Animal and will inure to the benefit of TOHR’s successors and assigns. If this agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principle, for the performance of this agreement. This agreement can not be amended except in writing executed by the parties. All actions with respect to this Agreement will be instituted in a court siting in Creek County, Bristow, OK and the Consignor irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court waves any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum.

**I have read, approve and agree to be bound by the foregoing terms and conditions together with the enclosed CONSIGNMENT FORM**.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Please Print

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: Please Make A Copy Of Completed Contract For Your Files Before Returning This Original To Us!!! Touch of Heaven Ranch, Depew, OK 74028 605-290-1987 EMAIL: TouchofHeavenRanch@hotmail.com