

Terms and Conditions of Consignment

1. **TITLE:** I agree to the terms and conditions set forth below and swear that the information furnished regarding this entry is true and correct. I further agree that I have absolute and complete title/ownership to the entry listed in this document. In the event that GWM Horse Sales, . is required to resort to legal action to enforce the terms of this contract. consignor agrees to pay attorney fees and costs associated **with** or arising from such action .
2. **LIABILITY:** As owner of the horse(s) consigned in this sale I understand that I maintain ownership until the sale is final and at which time ownership transfer to the buyer. I understand that GWM Horse Sales. is acting as my agent only and thus bears no responsibility or liability for ownership of the horse(s) at anytime during the consignment process. I do hereby release and hold GWM Horse Sales, . harmless from any and all responsibility and/or liability from any claims or legal action of any type arising from anything associated with this consignment sale and do further agree that should any such arise, I will cooperate fully with GWM Horse Sales, Inc. to fully absolve them from any responsibility or liability which includes taking any necessary steps necessary to legally defend them against claims or lawsuits . GWM Horse Sales, acts as agents only and is not responsible for buyer/seller error or misunderstanding.
3. **WITHDRAWAL OR REJECTION:** GWM Horse Sales, reserves the right to reject any entry for any reason. Entry fees will only be refunded if rejected prior to the cataloging. Once cataloged, rejection, or withdrawal may come only as a result of unsoundness or "unfit for sale" conditions, and the entry may be substituted on approval of GWM Horse Sales, Inc. Consigner agrees that once this application is accepted by GWM Horse Sales.. the consigner is obligated to present the consigned animal at the time of sale or pay the "no sale/ pass out" fee listed below. If consigner sales the consigned animal privately prior to or on the date of the sale, consigner agrees to pay GWM Horse Sales, . the commission fee listed below based on the private sale price .
4. **SOUNDNESS GUARANTEE:**
 - a. Any irregularities or unsoundness of any kind must be made known to GWM Horse Sales, . prior to the sale. GWM Horse Sales, is hereby authorized to announce any such findings before the horse is sold. Violation of this clause gives the buyer the right to return the horse to the consignor, who must forfeit the commission and accept the horse as unsold.
 - b. **Current** Coggins tests are required on all horses consigned in the sale. Official Coggins test results must be presented to GWM Horse Sales, prior to the start of the sale.
 - c. All Guarantees are strictly between the buyer and seller.
5. **LIABILITY FOR IUNESS:** I understand and agree that GWM Horse Sales, . does not assume and **will** not accept any liability for injury, illness, or accident to any animal listed and/or consigned for sale.
6. **TRANSMITTAL OF DOCUMENTS:** This completed document and registration/ entry fees must be received by GWM Horse Sales, . to secure a spot in the sale. All registration certificates, transfer reports, breeder's certificates, foal applications must be submitted to GWM Horse Sales, . pri or to the start of the sale and all forms must be signed by the owner or legal agent thereof . GWM Horse Sales, will withhold payment to the consignor until the consignor furnishes to GWM Horse Sales, all necessary documents for the transfer of the horse to the new owner.
7. **REGISTRATION FEES & COMMISSION**
 - a. I agree to pay according to the fee schedule listed below
 - i. \$200.00 Sale Consignment Fee – **Due on June 15th 2019**
 - ii. 8% commission fee for each horse sold
 - iii. \$150.00 No Sale/ pass out OR (\$150 fee if horse is not presented at the sale)
 - iv. Applicable brand inspection fees
 - b. I do hereby agree that GWM Horse Sales, is authorized to deduct the selling fees and commission from the proceeds when making payment to me. I further agree that in the case of "No Sale/ Pass Out" I will present payment to GWM Horse Sales, prior to removing the consigned animal from the property where the sale is being held.
 - c. I agree that if I sell the entry on the property that the sale is being held, either before or after the animal has been through the sale ring, the transaction will go through GWM Horse Sales, and commission will be paid.
8. **PAYMENT OF PROCEEDS:** I hereby agree GWM Horse Sales, will tender payment to me in full for this consignment, having made the necessary deductions listed in these Terms and Conditions of Consignment, however GWM Horse Sales, is not required to make payment to me until the buyer has made satisfactory payment to GWM Horse Sales, and until all payments from the buyer have had funds clear the bank . In addition, payment will not be made until I have furnished GWM Horse Sales. all necessary documents for the transfer of the horse to the new owner.

Seller's Signature _____ Date _____