



# 2018 LG International Barrel Horse Sale

Held in conjunction with LG International Barrel Racing Championships – February 13 -18, 2018  
Demonstration Date – February 16, 2018; Sale Date – February 17, 2018

Sale Is Limited to 125 Head! All 4-Year Olds & under that pass through the ring are eligible for the Sale Graduate Futurity & Go Race. The Graduate Futurity is for horse's 5-years & under. Horses are only eligible to enter during their Futurity year.

### CHOOSE SESSION:

- Session 1 Futurity Prospect (\$490 consignment fee + 8% - Evaluation Video & Color Photos Required – Yearlings, 2, 3 & 4 Year Olds that have not been entered)
- Session 2 Performance Horse (\$490 consignment fee + 8% - Performance Video & Color Photos Required – All ages that are currently performing or eligible to perform immediately)

Consignment fee include stall and 2 bags of shavings.

**Return this form by November 15, 2017.** This form will be void unless returned with registration papers and signed transfer, signed sale contract, completed consignment form, color pictures, performance video (if applicable) and \$490 consignment fee. Pictures and videos can be emailed to: [jessica@laze.com](mailto:jessica@laze.com).

Consigned By (will appear in Sale Catalog): \_\_\_\_\_  
*Must Complete Agent Authorization Form on Back If Using an Agent*

Consignor Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Horse Owner (as recorded by the breed registry): \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Horse Name: \_\_\_\_\_  
Breed:  AQHA,  APHA,  Other \_\_\_\_\_ Registration #: \_\_\_\_\_  
Foal Date: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_  
If horse is not registered yet, what date was it applied for: \_\_\_\_\_ (attach copy of breeding report)

Enrolled In/State Accredited (paid in full): \_\_\_\_\_

In Training With: \_\_\_\_\_

Other Notes/Accomplishments (attached additional sheet if needed): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check If:  Cribber,  Cryptorchid,  Sight Defect,  Bleeder, Other Defects \_\_\_\_\_  
*It is the responsibility of the Consignor to disclose ANY impairments, unsound conditions, or invasive surgeries applicable to this animal.*

I have read and agree to the terms and conditions of the consignment contract and agree to abide by them. I represent that I have full power and authority to sell all horses consigned by me and that they are free and clear of all liens and encumbrances. I authorize the Agent (if listed above) to act on my behalf regarding my horses consigned to this sale.

OWNER'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_



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## Agent Authorization Form

I Appoint and Authorize:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

(the "Agent") to act for me as my Agent for the Sale named on the Consignment Form, to be held on the dates noted on this consignment form. 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 or purchase of animals at said sale, and is authorized to execute any and all documents in connection therewith; to grant Lazy E Arena, LLC. A security interest in any animals purchased; to receive and disburse any and all funds and to do all things incidental to and in furtherance of the sale or purchase of horses. All proceeds from the sale of any animals owned by me will be paid to my Agent and I agree to pay for all animals purchased by my Agent on my behalf. This agency is revocable only by my written notice delivered to you.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn by me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_ Expiration: \_\_\_\_\_



### CONSIGNORS CONTRACT – LG International Barrel Horse Sale

**Please read, then sign and retain this portion of the Consignment Contract for your records. By signing the Sale Consignment Form you agree to abide by this contract.**

This contract is entered into between Seller (Consignor) and the Lazy E Arena, LLC. (hereinafter, "Lazy E" or "Sales Management") pursuant to the following terms and conditions.

1. Upon execution of this Contract, Consignor agrees to sell his consigned horse(s) at the LG International Barrel Horse Sale (the "Sale") and not to dispose of the consigned horse(s) by private sale prior to the session to which this horse is designated. The consigned horse(s) will be offered at the Sale to the highest and final bidder. Consignor further agrees not to withdraw the consigned horse(s) except as approved by Sales Management, such as in case of serious injury or serious sickness. Sales Management reserves the right to (a) determine the order of sale of all entries, (b) to assign stabling facilities for consigned horses, and (c) to change the time or date of the Sale should unforeseen circumstances necessitate such a change, (d) subject consigned horses to examination by appointed veterinarian prior to sale.

2. A Consignment Fee (as determined on Sales Management's consignment form) shall be tendered to Sales Management and be included with this Contract. All entries are subject to approval and/or acceptance by Sales Management. Sales Management may reject any horse for any reason. All consignment fees are deposited upon receipt. Sales Management will refund the consignment fee on entries not accepted for the catalog. All consignment fees for horses accepted into the catalog become non-refundable. Any fees paid with a credit card are subject to a 3.5% credit card processing fee.

3. In addition to the consignment fee, Consignor agrees to pay to Sales Management an **8% commission** for the sale of any consigned horse(s) based on the final bid recognized by the auctioneer if the horse is sold to a bona fide buyer. **Consignor shall not have the right to "no sale" a horse after the auctioneer announces a horse sold. If Consignor wishes to "buy back" or "repurchase" a consigned horse, he or his representative, must make the final bid, notify Sales Management of the "repurchase" and an 8% commission will be charged Consignor for the repurchase based on said final bid.** Applicable Breed Registry transfer fees will be deducted from the Consignor's share of the sale proceeds.

4. In the event of serious injury or sickness of a consigned horse, Consignor agrees to notify Sales Management within 24 hours of discovery of such sickness or injury. If it becomes necessary to withdraw any consigned horse(s) from the Sale due to serious injury or sickness, a notarized veterinary statement must be presented to Sales Management at least 24 hours prior to commencement 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 serious injury or sickness. If a consigned horse must be withdrawn due to injury, sickness or death, Sales Management will retain the consignment and stall fee for such horse. Substitutions for horses withdrawn due to injury, sickness or death prior to catalog printing will be at the discretion of Sales Management. **In the event a consigned horse is not offered for sale by Consignor, other than serious injury or sickness (as approved by Sales Management) or death, Consignor shall pay Sales Management \$1,000 to offset its overhead and expenses associated with the Sale.**

5. Consignor agrees to deliver each consigned horse to the Sale no later than 8:00am CST, Thursday, February 15, 2018. Consignor understands that the care and maintenance of each consigned horse is his responsibility until sold and agrees to care for his consigned horse(s) while stabled on the sale premises until the execution of the Acknowledgment of Purchase form by the final bidder recognized by the auctioneer at the Sale. Consignor agrees to reimburse Sales Management for all expenses of stabling, feed, veterinary care, transportation and maintenance incurred by Sales Management for any consigned horse as a result of Consignor's breach of this Contract. Consignor is familiar with Sales Management's facilities and accepts them in AS IS condition. If Consignor's consigned horse(s) is injured or killed while on the premises of Sales Management, Consignor agrees that Sales Management, its members, managers and employees, shall not be liable for such injury or death. Consignor expressly waives and releases Sales Management, its members, managers and employees, from any claim or damages claimed as a result of such injury or death.

6. Consignor warrants and agrees that all known defects and/or unsoundness of any nature, and any predisposing genetic condition plus serious health history will be stated by Consignor on the consignment forms and it is the sole responsibility of Consignor to provide such information. This includes but is not limited to cribbers, bleeders, cryptorchids, positive HYPP, horses that are nerved, horses that have been foundered, horses that possess any deviation from the norm in the eyes, or those that are unsound of wind. Consignor further warrants that any consigned horse is not suffering from any contagious or infectious disease and has not been medicated so as to alter the horse's gait, manner, disposition or behavior.

7. Consignor shall give written notice to Sales Management as to any new injuries, sickness or unsoundness (not otherwise disclosed on the consignment forms) at least 48 hours prior to the commencement of the Sale. This notice must be given by Consignor to Sales Management's sales clerk before the beginning of the sales session in which the horse sells. If a qualified veterinarian, as determined by Sales Management, determines that a consigned horse is sick, injured, unsound or otherwise unsaleable prior to the horse entering the sales ring, Consignor agrees to receive the consigned horse back as unsold and shall forfeit his consignment fee and expenses incurred associated with the Sale.

8. Consignors consigned horse(s) must have an **official health certificate dated within 30 days of sale and a negative Coggins Test drawn within 6 months of sale date, that is satisfactory to Sales Management**, when the horse arrives on the premises of Sales Management. If a consigned horse is sold without the required negative Coggins and the horse proves to be positive within 30 days after the sale, Consignor agrees to receive the horse back as unsold and will forfeit the sale proceeds and will pay the Buyer's expenses to return the horse.

9. Digital Radiographs are optional. If provided, radiographs must be uploaded to *Asteris* or turned in to the sales office on or before February 13, and must be no older than 45 days from the date of the Sale. Radiographs will be stored in the *Asteris* online repository and available for viewing online in addition to the *Asteris* viewing area provided by Sales Management.

10. Consignor understands that Sales Management is acting as an agent for a disclosed principal. Upon the sale of a consigned horse, as announced by the auctioneer, a contract is formed between Consignor, as seller, and the buyer in accordance with the terms and conditions in the catalog and as announced on the day of the Sale. I understand that possession of a consigned horse will be released to the buyer according to Sales Management's settlement procedures. Although Sales Management will make every effort to collect the purchase price from the buyer, if a buyer defaults on the purchase of the horse, Sales Management is not liable to Consignor for the purchase price. Sales Management is simply the agent in this transaction and Sales Management's sole responsibility is to assist Consignor in the recovery of the horse or purchase price. At no time does Sales Management have a pecuniary interest in any consigned horses.

11. In the event any dispute arises between Consignor and a buyer, such dispute is solely between the Consignor and buyer. In disputed cases involving the soundness of an animal or representation by Consignor, Sales Management, as agent, 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 Consignor is determined to be at fault, he/she agrees to pay the examination fee. In case the animal is rejected by the Buyer as a result of misrepresentation of Consignor and the rejection is sustained by the expert, Consignor will pay the full commission owed and forfeit the consignment fee.

12. Consignor warrants clear title of the horse to the buyer and thereby represents that there are no encumbrances against the horse. Consignor agrees that he or his authorized agent will be present at the Sale, to make true representations respecting his consigned horse(s) (announcements at time of sale take precedence over all other representations either written or verbal and will be binding upon Consignor); that Consignor will indemnify and defend Sales Management, and hold Sales Management harmless, for any suit, claim or cause of action brought or asserted by a buyer of a consigned horse or any person injured by a consigned horse while on the premises of Sales Management.

13. Sales Management may decline any bid by intoxicated or disorderly persons, or by persons who have previously defaulted on purchases, or by any person who, in Sales Management's sole judgment is not reliable or responsible. If any buyer refuses to sign the Acknowledgment of Purchase form or otherwise fails to pay for and receive Consignor's horse following the sale of such horse, Sales Management is authorized to accept the same sales amount from another person, offer the horse to the next highest bidder, or resell the horse prior to the conclusion of the Sale. In the event of a resale, Consignor shall have the right to repurchase the horse in accordance with the terms of this Contract and Sales Management shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in case where an animal is not paid for fully, or should conditions make resale as herein provided impossible or impractical, Consignor agrees to receive the horse back as unsold, without attaching any liability to Sales Management and this condition includes in its obligation the stoppage of payment of check or draft, or any action of that nature, which

includes cases where horse has been removed from the premises by the buyer and payment of check is stopped or is returned marked insufficient fund, or no account, and the like. Consignor agrees that Sales Management has the right and sole and absolute discretion to extend credit to the buyer of any a horse sold by Consignor at the Sale.

14. Sales Management will settle with Consignor for property sold not earlier than 30 days after the conclusion of the sale, providing all necessary registration certificates, transfers, breeders certificates, health papers, and other required documents are in order and the purchaser has not stopped payment on their check or otherwise failed to pay for the horse for any other reason, as it requires that time for checks to clear the bank, make up accounts, and effect settlements with purchasers, and the like, following the sale of animals.

15. Consignor acknowledges the inherent risks associated with being in and around equine facilities and equine activities and agrees to assume such risks when Consignor is on the premises of Sales Management. The inherent risks include, but are not limited to, the propensity of animals to buck, bite, kick, shy, stumble, rear, fall, run, and trample all of which may result in the injury or death of persons in, on or around them. Consignor expressly waives and releases Sales Management, its members, managers and employees, from any liability or damages incurred or suffered as a result of personal injury, including death, or property damage suffered by Consignor while on the sales premises.

16. The laws of the State of Oklahoma will govern this Contract. Any dispute arising under this Contract or relating to the sale of any consigned horse shall be subject to jurisdiction and venue by courts of competent jurisdiction in Logan County, Oklahoma.

17. Sales Management reserves the right to interpret, modify or amend this sale contract.

**I have read the terms and conditions of the Consignment Contract and agree to abide by them.**

**PLEASE SIGN and retain a copy of this portion of the contract for your records.**

**X** \_\_\_\_\_

2018 LANCE GRAVES INTERNATIONAL BARREL RACING CHAMPIONSHIP

LANCE GRAVES SALE FUTURITY

**\*\*OPEN TO 4 & 5 YEAR OLDS\*\***

**\$10,000.00 ADDED**

PLEASE COMPLETE ONE FORM FOR EACH HORSE

FUTURITY ENTRY RULES:

1. Sale Futurity class is open to any horse which is a foal of 2013 or after that walked through the sale ring at any previous Lance Graves Pro Classic Sale. To enter in this class, horse must never have competed at any barrel race (including open shows, registered shows, rodeos, playdays, showdeos, futurities) prior to December 1, 2017.
2. Owners may enter more than one horse. Owner does not have to ride. Rider may be male or female.
3. Horse papers must list the name of the current horse owner, (transfers are not acceptable. All prize money will be paid to the horse owner on registration papers at time of show.
4. Open to all breeds of registered horses.
5. There will be 2 go-rounds, no short go, and champion is decided by fastest average time. Futurity qualifying rounds will be paid in 2D format. Payoff will be progressive and will be 1 second split.
6. Entry can roll time to applicable Futurity class with appropriate fees applied.
7. No refunds in any case. Payments must accompany nomination.
8. Office charge of 20% of total entry fees per horse for administrative. 80% of entry fees and all added money will be distributed.

Total Fee - \$325.00

Nominations due October 15, 2017.

Final Payment due November 15, 2017 – \$125.00 (plus \$250.00 if 1<sup>st</sup> payment missed)

October 15<sup>TH</sup> nomination Payment **\$200.00** (plus \$200.00 if postmarked after 9-20-2017)

\_\_\_\_\_ Check here if Future Fortunes Foal. (include extra copy of papers for FF)

\_\_\_\_\_ Check if rolling time to 4-year-old Futurity – with applicable fees

\_\_\_\_\_ Check if rolling time to 5-year-old Futurity – with applicable fees

Horse Name \_\_\_\_\_ Sex \_\_\_\_\_ Foal Date \_\_\_\_\_  
 Owner(s) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
 Home phone \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_  
 Email \_\_\_\_\_  
 Rider Name \_\_\_\_\_

I (we) hereby make application to enter the above-named horse in the Lance Graves International Barrel Racing Championship LG SALE Futurity, subject to rules herein. Rules all of which I (we) have read, and agree to the provisions contained Therein as part of this contract. I (we) hereby release the above from any claim to loss to myself, rider, employees, horses and / or equipment.

Make checks payable to LANCE GRAVES INTERNATIONAL BARREL RACING CHAMPIONSHIP

Signature \_\_\_\_\_

Mail completed entry form and a Copy of horse's papers to: Terry Leach – 313 N HARRAH RD, HARRAH, OK 73045 405-570-1212