



Dan Mahaney, Auctioneer
IN Licensed Auctioneer
AU10400162

2017 ITOBA Fall Sale
Sunday, October 15, 2017
2:00 PM

Conducted at:
Indiana Grand
Shelbyville, Indiana

Entry Fee: \$250.00 per horse
Entry Fee Payable to: ITOBA

Flat Fee Commission per horse is \$250.00, REGARDLESS OF SALE PRICE OR BUY BACKS.

Example: Sale Price is \$10,000.00 - \$250.00 (flat fee commission) = \$9,750 due to the seller, in addition to the \$250.00 entry fee that was paid up front. The cost to run the horse through the sale ring is \$500.00 total (\$250.00 entry fee and \$250.00 flat fee commission). If you buy your horse back (I.E. does not meet your desired reserve) you will be asked to pay the \$250.00 flat fee commission at the conclusion of the auction. The sale company will hold all Jockey Club Registration Papers until accounts are paid in full.

Entry Deadline:

Friday, September 8th, 2017

Due at Check in:

Jockey Club Registration Papers
Coggins
Health Certificate

EHV Certificate

(Horses missing any of the above WILL NOT be permitted to be offered in the sale)

Return Contract to:

Dan Mahaney, Auctioneer
704 W. Chicago Ave.
Hinsdale, IL 60521
(317) 432-6267

IMPORTANT TO ENTER THE TRACK GATE: you **MUST** have a current negative Coggins test in the past 12 months. All horses shipping in from Indiana must present a Health Certificate issued within 30 days of entry and out of state must present a Health Certificate issued within 72 hours of date of entry. All Health Certificates require a statement of Equine Herpes Vaccination (EHV-1) and date, administered a minimum of 14 days and no more than 180 days prior to entering the stable area. IHRC licensed veterinarians will not issue health certificates at the track. Horses arriving without current certificates will not be allowed entrance to the stable area.

PLEASE READ BEFORE SIGNING To: Dan Mahaney, Auctioneers, LLC, 704 W. Chicago Ave., Hinsdale, IL 60521 Owner agrees as follows:

1. Auctioneer is hereby appointed as Owner's agent to sell each horse consigned with full authority to transfer title thereto, to receive proceeds of sale for Owner's account, and to distribute sale's proceeds as Auctioneer reasonably believes to be appropriate. Owner is solely responsible for the correct identity of each horse consigned, and of the accuracy of any and all information regarding each horse in the sales catalog. Owner agrees to review all information and report any material inaccuracies or omissions to Auctioneer prior to sale.
2. Owner warrants title and ownership of each horse consigned, free and clear of any liens and adverse claims whatsoever except those which Owner communicates to Auctioneer in writing prior to sale.
3. The \$250 entry fee 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 will pay the Auctioneer a sales commission of a flat fee of two hundred and fifty dollars (\$250.00) of each horse sold or bid in for Owner's account. Owner also has to pay Auctioneer all amounts customarily charged to consignors in connection with the sale of their horses, if applicable. The commission and other amounts due Auctioneer may be deducted from Owner's proceeds and the commission shall be fully earned by Auctioneer at fall of the hammer, even in the event that the horse is returned to Owner as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owned to Auctioneer exceed net proceeds of Owner's consignment, Owner shall immediately pay Auctioneer the balance due and said balance shall bear service charges of two percent (2%) per month from the date of billing until paid.
4. Owner may withdrawal in writing any consigned horse prior to assignment of the catalogue hip number. Thereafter, Owner may withdraw any consigned horse if it is unfit for sale due to material veterinary reasons acceptable to Auctioneer upon representation of notarized veterinary certificate stating the condition of the horse which necessitates withdrawal. If Owner 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 unauthorized above, Owner agrees to pay Auctioneer the flat fee commission of \$250 before the horse leaves the sale grounds.
5. Auctioneer shall have the right, in its sole and absolute discretion, to extend credit to the purchaser of any horse in Owner's consignment. In the event the purchaser of a horse fails to sign the Acknowledgement of Purchase form presented to purchaser 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 purchaser and the purchaser fails to pay the full sales be less than the original sales price. Auctioneer will attempt to give Owner notice of such resale, but Owner agrees to indemnify and hold Auctioneer harmless from any adverse consequences of such resale regardless of whether Owner receives notice before the fact. Should Auctioneer elect not to resell such horse, Owner will accept return of such horse as unsold provided that Auctioneer waives sales commission.
6. Owner agrees to provide Auctioneer, at a time specified by Auctioneer prior to commencement of the Sale, all documents pertaining to the horse necessary to complete the sale, including, but not limited to, Jockey Club Certificate of Foal Registration (JCC), blood testing, Stallion Service Certificate, current certificate of a negative Coggins test, veterinary certificate as to breeding status, and any government required health and immunization records and certificated. If the JCC for any horse consigned has not been issued, Owner hereby represents that all documentation and payments required by the Jockey Club to complete and issue such certificate have been provided. If Owner fails to provide any such document to Auctioneer, Owner 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 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 registers as of "dual parentage", and such fact has not been disclosed at time of sale, Owner shall accept return of such horse as unsold and will reimburse purchaser and Auctioneer for all reasonable expenses incurred for the cost, maintenance and transportation of horse from time of sale until return to Owner.
8. Owner agrees to have all horses consigned on the sales premises by the time specified by Auctioneer in its notice to consigners regarding the sale. Any horse consigned continues in the Owner's care, control, custody, and possession for all purposes, whether on or off the premises of the Auctioneer, until it is taken by purchaser in exchange for a stable release issued by Auctioneer or as otherwise authorized by Auctioneer or Owner. Auctioneer has no responsibilities for the care or custody of any horse consigned, including the providing of veterinary or other care, but Owner hereby authorizes Auctioneer to take such action, without liability on its 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 consignment; provided that Auctioneer shall not be required to remit the net proceeds of sale of any horse: (1) that is the subject of a dispute or claim by the purchaser or any third party, or (2) in the event of a default by the purchaser 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 Auctioneer but not remitted shall not earn interest for Owner's account, nor shall any sales proceeds not received by Auctioneer owing to a dispute, claim of default earn interest for Owner'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.
11. The sole liability of Auctioneer, should the sale be canceled or should Auctioneer fail to catalogue or fail to catalogue correctly any horse consigned, shall be return of the 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 accounts with respect to buyers, sellers, breeders, and consignors shall not be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclosure of such information without incurring liability to any party.
13. Owner indemnifies Auctioneer from all claims, liabilities and expenses, including reasonable attorney's fee, arising out of or relating to any breach of this contract by Owner, including, without limitation, claims relating to ownership of any horse consigned, the priority of payment of sales proceeds, and the distribution of sales proceeds as Auctioneer reasonably deems appropriate. In order to secure payment for all commissions, costs, expenses and damages, including reasonable attorneys' fees, provided for in this contract or for any other monies owed by Owner to Auctioneer arising out of other transactions, Owner 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 appoints Auctioneer as Owner's attorney-in-fact to prepare, execute and file any financial statements or other documents necessary to perfect the security interest granted here in and Auctioneer shall have all rights and remedies of a secured party pursuant to this contract and the Uniform Commercial Code.
14. Owner acknowledges that Auctioneer may, from time to time, waive provisions of Consignment Contracts of the Conditions of Sale but Owner 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 Owner, the agent shall have obtained an Agent's Authorization and Owner and Agent shall be jointly and severally liable for all obligations arising hereunder in favor of Auctioneer.
16. Owner 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.
17. Sale Management reserves the right to scratch any horses that do not perform to the sale requirements and/or that are not properly cared for.

Property Owner Signature X _____

Date: _____

2017 ITOBA Fall Sale: Contact Information

Please fill out ALL of the information below.

Owner Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address (this is the primary form of communication we will use to inform you of when we receive your entry package, sale information, etc.):

Tel: (_____) _____

Property Line: The head of each catalog page will read as follows:

Property of: _____
(Your name/farm name/stable name)

Items to return:

1. Entry fee, per horse, payable to **ITOBA**
2. Signed and completed entry form
3. Signed/Completed IRS Form W-9 (required for sale proceed reporting to the IRS). If we do not have one of these on file for you at the time of the sale, you will be required to complete on at check in.
- 4.

Please DO NOT send any Jockey Club Registration Papers, Coggins, Health Certificates, etc. with your entry package. These will be collected at check in ONLY. If we receive them with your entry package, they will be returned

Mail to:
Dan Mahaney
704 W. Chicago Ave.
Hinsdale, IL 60521

| OFFICE # | COLOR | SEX | FOALING DATE | SIRE | DAM | DAM's SIRE |
|--|-------|-----|--|------|-----|------------|
| | | | | | | |
| Name: | | | State or Country where foaled: | | | |
| Stakes engagements (eligibility must be maintained by the consignor through the date of the sale): | | | | | | |
| Registered Accredited State-Bred? (circle one) | | | Nominated to Breeder's Cup? (circle one) | | | |
| YES | | NO | YES | | NO | |
| Other: | | | | | | |

| OFFICE # | COLOR | SEX | FOALING DATE | SIRE | DAM | DAM's SIRE |
|--|-------|-----|--|------|-----|------------|
| | | | | | | |
| Name: | | | State or Country where foaled: | | | |
| Stakes engagements (eligibility must be maintained by the consignor through the date of the sale): | | | | | | |
| Registered Accredited State-Bred? (circle one) | | | Nominated to Breeder's Cup? (circle one) | | | |
| YES | | NO | YES | | NO | |
| Other: | | | | | | |

| OFFICE # | COLOR | SEX | FOALING DATE | SIRE | DAM | DAM's SIRE |
|--|-------|-----|--|------|-----|------------|
| | | | | | | |
| Name: | | | State or Country where foaled: | | | |
| Stakes engagements (eligibility must be maintained by the consignor through the date of the sale): | | | | | | |
| Registered Accredited State-Bred? (circle one) | | | Nominated to Breeder's Cup? (circle one) | | | |
| YES | | NO | YES | | NO | |
| Other: | | | | | | |

| OFFICE # | COLOR | SEX | FOALING DATE | SIRE | DAM | DAM's SIRE |
|--|-------|-----|--|------|-----|------------|
| | | | | | | |
| Name: | | | State or Country where foaled: | | | |
| Stakes engagements (eligibility must be maintained by the consignor through the date of the sale): | | | | | | |
| Registered Accredited State-Bred? (circle one) | | | Nominated to Breeder's Cup? (circle one) | | | |
| YES | | NO | YES | | NO | |
| Other: | | | | | | |

