

Consignor's contract will not be accepted without entry fee, original Jockey Club Certificate of Foal Registration, completed and signed copy of the Consignment Contract by noon on June 21st
Assign Digital Jockey Club Certificate to Sales Company – Iowa Thoroughbred Breeders & Owners Assoc.

CONSIGNMENT CONTRACT FOR
THE IOWA THOROUGHBRED
BREEDERS AND OWNERS ASSOCIATION
2023 ALL AGE TB FALL SALE
YEARLINGS* WEANLINGS * BROODMARES
STALLIONS*HORSES OF RACING AGE

TO BE OFFERED FOR SALE

At: Iowa State Fairgrounds
On: Thursday, August 31, 2023

PROPERTY LINE:

The head of each catalogue page will read as follows: (Please check your choice)

Consigned by _____ (Your name/farm name/stable)

IF YOU ARE USING AN AGENT:

Consigned by _____ (Agent's Name)

Agent for

Owner's Name _____ (Your name)

OWNER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____ *Sale Deadline Reminders Will Be Sent Via Email*

TELEPHONE (____) _____

RETURN ALL DOCUMENTS TO:
ITBOA | 1 Prairie Meadows Drive | Altoona, IA 50009
(800) 577-1097

***NOTE:** This application cannot be accepted unless it is signed by the consignor or his/her authorized agent.
Authorized agents must provide a certificate of authorization.*

\$300.00 Entry Fee per horse must accompany this contract.

The Deadline For Entering This Sale Is June 21, 2023 by NOON.

No longer will accept postmarked by June 21st. I must receive in ITBOA office by NOON on June 21st.

**LATE CONSIGNMENTS WILL BE ACCEPTED UNTIL August 1, 2023 WITH A
\$400 ENTRY FEE**

FOR OFFICE USE: No. Horses _____ Fees Paid _____

YEARLINGS*WEANLINGS*STALLIONS*HORSES OF RACING AGE

Name _____ Color _____ Sex _____ Date Foaled _____

Sire: _____ Dam: _____ Yr Dam Foaled: _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

Name _____ Color _____ Sex _____ Date Foaled _____

Sire: _____ Dam: _____ Yr Dam Foaled: _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

Name _____ Color _____ Sex _____ Date Foaled _____

Sire: _____ Dam: _____ Yr Dam Foaled: _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

Name _____ Color _____ Sex _____ Date Foaled _____

Sire _____ Dam: _____ Yr Dam Foaled _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

SEX CODE: COLT - C FILLY - F GELDING - G MARE-M STALLION-S

We must have the following documentation on file in the sales office prior to sale date.

1. **Registration papers for all horses consigned to the sale – papers must be stamped to insure Iowa-bred status** – Print off a copy of Digital Papers and send to Iowa Dept. of Agriculture with completed form and fee to receive stamp. Mail that copy to ITBOA.
2. Health Certificate within **10 DAYS** prior to the sale and negative coggins within **ONE YEAR** of the sale.

RETURN ALL DOCUMENTS TO: ITBOA
One Prairie Meadows Drive
Altoona, IA 50009

CONSIGNMENT CONTRACT

2023 ALL AGE TB FALL SALE

August 31, 2023

IOWA STATE FAIRGROUNDS

1. Please enter and catalogue for sale only the horses listed on the preceding attached pages.
2. I hereby warrant that I own and have unencumbered title to each horse entered by me, and agree to defend said title against all adverse claims. I appoint The Iowa Thoroughbred Breeders and Owners Association's designee as my agent at this public auction and sale of the named horses with full authority to transfer title and receive the proceeds of such sale on my behalf. I covenant and agree to indemnify and hold harmless The Iowa Thoroughbred Breeders and Owners Association and their designees from any costs, liabilities and expenses (including attorney fees) incurred because of or arising out of any dispute regarding title, identity or engagements of the named horses, or claims against the net proceeds of the sale of said named horses. I hereby represent that no horse herein entered by me is subject to any lien of any nature whatsoever, knowing that the auctioneer conducting this sale has relied on such representation. I further acknowledge that I am the absolute guarantor of the correct identity of the horses consigned and that all interest and title to the named horses shall remain with me until the title passes to the buyer at the fall of the auctioneer's hammer.
3. I agree to be bound by Conditions of Sale printed with this contract which I have read and further agree to hold The Thoroughbred Breeders and Owners Association Sale harmless from any damages I might incur in the event that unusual or unforeseen circumstances result in the change of location, time or date, cancellation, or similar modification of named Sale.
4. I agree to pay \$300 (or \$400 for late consignments) to The Iowa Thoroughbred Breeders and Owners Association Sale as an entry fee for each horse consigned by me, which payment shall accompany this contract and shall be *non-refundable*. Failure to include the entry fee voids this contract. I further agree that The Iowa Thoroughbred Breeders and Owners Association Sale shall retain a sales commission fee of 5 percent (5%) of the accepted bid for all horses selling. I further agree that if my consigned horse is not purchased, I will pay a commission of 3 percent (3%) of the final bid on the horse, or \$100, whichever is greater. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even if the horse is returned as unsold due to a breach of the conditions of sale.
5. I agree that The Iowa Thoroughbred Breeders and Owners Association Sale need not disburse to me the proceeds from the sale of my horse or horses for a minimum period of thirty (30) days.
6. I agree that in the event the successful bidder for any horse or horses consigned by me in the sale fails to pay for said horse or should such bidder be deemed financially irresponsible by The Iowa Thoroughbred Breeders and Owners Association Sale's designee, such horse or horses may be immediately resold. The Iowa Thoroughbred Breeders and Owners Association Sale is not responsible and shall not incur any liability should the resale bring a purchase price less than the initial sale. Should conditions make immediate resale impossible, the horse or horses may be returned to me unsold. My entry fee for said horse or horses shall be refunded.
7. After consignment, I agree that I shall not sell privately or make any commitment to sell or dispose of any horse entered by me in this sale. Should I fail to abide by this obligation, I shall pay to The Iowa Thoroughbred Breeders and Owners Association Sale a withdrawal fee of \$500 on the date of the sale.
8. It is further understood that should any horse consigned by me become sick or be injured to the extent of rendering it unfit for sale, such horse may be withdrawn without additional cost upon the showing of a veterinarian certificate prior to the beginning of the sale, stating the horse is unfit for sale. I further agree that should I withdraw any horse so consigned, the ITBOA shall have the right to have such horse examined by a veterinarian of their choice. Should such veterinarian not concur that withdrawal is justified, I further agree to the appointment of a referee veterinarian acceptable to both the veterinarian representing me and the veterinarian representing the auctioneer, whose opinion shall be final and binding on all parties. Any horse not presented for any other reason shall be subject to a withdrawal fee of \$500, which I agree to pay forthwith to The Iowa Thoroughbred Breeders and Owners Association Sale on the date of the named sale.
9. I agree that The Iowa Thoroughbred Breeders and Owners Association Sale shall have sole power to (a) reject any entry at any time upon the return of the entry fee, (b) to determine order of sale of all entries, (c) to assign or change stabling facilities as it deems necessary and (d) to make or not to make any special announcements at time of sale concerning any horse entered.
10. I agree that The Iowa Thoroughbred Breeders and Owners Association Sale shall have the right to collect from the Jockey Club or the Custodian of the Jockey Club the Certificate of Registration of each horse entered by me in the named sale. If the race track management is not in possession of said Certificate of any horse entered by me, I agree to insure delivery of said Certificate to The Iowa Thoroughbred Breeders and Owners Association Sale prior to

the named sale. All sale proceeds are held until all Jockey Club Papers have been received in the ITBOA office. I further agree that, in the event that any horse entered by me is unsold at the conclusion of the named sale, The Iowa Thoroughbred Breeders and Owners Association Sale shall have the right to hold the Jockey Club Certificate of Registration for such horse or horses pending settlement of all charges payable by me to The Iowa Thoroughbred Breeders and Owners Association Sale.

11. (a) Each broodmare in this sale will be offered with veterinary certificate provided by the consignor showing her to be either (a) in foal, in the opinion of the examining veterinarian, based on manual examination within 10 days prior to date of sale, or (b) barren, and in sound breeding condition in the opinion of the examining veterinarian, based on manual examination within 10 days prior to date of sale. There is no guarantee as to breeding soundness of any filly or mare sold other than the veterinarian certificate provided by the consignor.
12. I agree to abide by all established customs and practices of sales conducted by The Iowa Thoroughbred Breeders and Owners Association Sale.
13. All consignors must have an account kept current and must comply with the above rules to participate in this or any future sales.
14. A **minimum bid of \$500** will be accepted for any sale of any horse.
15. **ITBOA Membership is required** for both the owner and consignor/agent of a horse(s) to any and all ITBOA sales. If you are not currently a member, ITBOA membership can be purchased in addition to the consignment fee. ITBOA membership fees not paid prior to the sale shall be deducted from sale proceeds. Papers will not be distributed until all fees are paid in full.

I represent that I have read the foregoing terms and conditions of sale and accept them. I have signed this contract with full and complete understanding thereof. I understand that this is a legally binding contract and if I am unsure of any provisions, I have the right to consult an attorney.

Date _____ Signature _____

Name of Consignor (Print) _____

No Sale Fee will be based on the reserve price (if you set one) instead of last bid. In the case of no reserve, fee will be based on last bid.

BROODMARES ONLY

If no produce, please indicate whether slipped, barren or not bred.

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

BROODMARE OWNERS MUST INCLUDE THE FOLLOWING:

1. Jockey Club Registration Papers
2. Notarized statement from the Stallion owner that the mare is free of all encumbrances or Stallion Service Certificate included. (Consignor must provide this, ITBOA will not contact stallion owner.)
3. Health papers within 10 days prior to the sale and negative coggins within ONE YEAR of the sale.

NOTE: Each broodmare in this sale will be offered with veterinary certificate provided by the consignor showing her to be either (a) in foal, in the opinion of the examining veterinarian, based on manual examination within 10 days prior to date of sale, or (b) barren, and in sound breeding condition in the opinion of the examining veterinarian, based on manual examination within 10 days prior to date of sale.

AUTHORIZATION OF AGENT

Please complete entire form and

Mail to: ITBOA

1 Prairie Meadows Dr.

Altoona, IA 50009

(515) 957-3002 Fax (515) 967-1368

_____/_____/_____
Date

I hereby appoint _____ to be my authorized agent in all matters pertaining to the sale of horses at the ITBOA Fall Mixed Sale to be conducted by your organization on August 31, 2023 at the Iowa State Fairgrounds.

I agree to be bound in all respects by all actions of my agent on my behalf, including, but not limited to: execution of documents pertaining to such sale or purchase, granting of security interests; receipts and disbursements of funds; waiver of rights under consignor's contract, condition of sale, or law; acceptance of goods; and right to make representation regarding any animal.

I agree that this authorization shall be revocable only in writing such revocation to become effective when acknowledged in writing by ITBOA.

Name

Address

Signature

Subscribed and sworn to before me this

_____ day of _____, 2023

Notary Public