



Pacific Sporthorse Selection

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CONSIGNMENT CONTRACT

THIS CONSIGNMENT CONTRACT ("Agreement") is made this ____ day of _____, 2016, by and between:

Sporthorse Online, LLC and _____
6954 Lewis Road ("Consignor")
Vacaville, CA 95687

WITNESSETH:

WHEREAS, Sporthorse Online, LLC ("SHO") will be holding its 2016 Pacific Sporthorse Selection Auction on October 15, 2016 (the "Auction" or the "Sale"), at Christiane Noelting Dressage Center, Inc., located at 6954 Lewis Road, Vacaville, CA 95687 ("CNDC"); and SHO has employed Phillip L. Pierceall of Swing City Auction Company, LLC, Texas Auctioneers License #16169 ("Auctioneer"), to conduct auction services for the Auction; and

WHEREAS, Consignor owns the Horse, as more fully described in PARAGRAPH 2 herein; and Consignor desires to consign the Horse to SHO to be sold at the Auction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SHO and Consignor hereby covenant, represent and agree as follows:

1. IDENTITY OF THE OWNER AND AGENT

Registered Owner(s):	Agent's Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Email:	Email:

2. DESCRIPTION OF THE HORSE

Registered Name:		
Age:	Color:	Sex:
Breed:	Height:	USEF Number:
Registration Number and Organization:		

3. DEADLINES

- a. The Agreement, Entry Fee, and Board and Training Fee must be submitted to SHO by September 3, 2016.
- b. The Horse's Health Records must be provided to SHO on or before September 3, 2016.
- c. Official Arrival Date - This Agreement must be signed prior to the Horse's arrival at the Auction training facility on September 3, 2016. Hunter/Jumper horses will be handled on an individual basis by Madchen Giesler 945 Dressler Ln. Gardnerville, NV 89460 ("**SHO partner property**"). Dressage Horses and Hunter/Jumper Horses may be trained and/or stabled at either CNDC or the SHO partner property prior to the Auction.

4. ENTRY FEES, BOARDING FEES AND TERMS OF PAYMENT

- a. Consignor agrees to pay SHO a non-refundable entry fee ("Entry Fee") for each Horse or Foal, specified in PARAGRAPH 18. For payment of the Entry Fee, SHO agrees to consider entering the Horse ("Horse" as used in this agreement may represent either a horse or foal unless specifically stated otherwise) in the Auction, to market the Horse for sale at the Auction, which shall include the listing of the Horse on the SHO website and in its sale catalog, and in marketing the Auction through a wide variety of media. Notwithstanding the foregoing, in the event that SHO chooses not to enter the Horse in the



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Auction, pursuant to PARAGRAPHS 4 & 5 herein, the Entry Fee is non-refundable.

b. Consignor agrees to pay a Board and Training Fee ("Board and Training Fee") specified in PARARAPH 18 to SHO. This Board and Training Fee is for the Horse to be boarded at CNDC and/or SHO partner property prior to and during the Auction and shall include the cost for the board (stall, shavings, feed, cleaning), grooming, advertising, photography and video for marketing, training, presentation for clients, and presentation in the Auction.

c. In the event that SHO agrees that the Horse can arrive at CNDC and/or the SHO partner property prior to the Official Arrival Date specified above, then Consignor shall pay per diem for the Board and Training Fee, including stall fees, for each twenty-four (24) hour period prior to the Official Arrival Date plus any Additional Costs incurred. "Additional Costs" include but are not limited to, additional shavings, farrier or veterinarian services, medication and grooming. The amount of Additional Costs and/or stall fees to be paid is specified in PARAGRAPH 18.

d. No Horse may be removed from the grounds without a Stable Release form provided by SHO. If a Horse is removed from the Auction after acceptance for sale, or if a Horse is sold prior to the Auction and not brought to the Auction for sale, a Withdrawal Fee ("Withdrawal Fee"), specified in PARAGRAPH 18 will apply. A Withdrawal Fee will not be charged if: (1) Horse is sold subject to Pre-Auction Sale pursuant to PARAGRAPH 8; or (2) Consignor presents to SHO, and SHO accepts in its sole and absolute discretion, a veterinary certificate prior to the time of withdrawal that sets forth a medical and legitimate reason that the Horse cannot be sold at Auction. Pre-approved substitutions are allowed in the event of injury to or death of the Horse. The Substitution Fee is specified in PARAGRAPH 18.

e. In the event the Horse is not sold at the Auction, Consignor agrees to have the Horse removed from CNDC within twenty-four (24) hours of the conclusion of the Auction, or agrees to be subject to standard CNDC boarding rates ("Boarding Rates") and Additional Costs incurred during that period.

f. Consignor agrees that all amounts owed to SHO, if not paid within fifteen (15) days of the Auction, shall bear a finance charge of one and one-half percent (1½ %) per month, or the maximum legal rate, whichever is higher, commencing from the date of the Auction.

5. CONSIGNOR'S REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

a. Consignor agrees to complete the Sale Catalog Information per the form available online at www.sporthorse-selection.com within five (5) days.

b. Horse's Health Records – Consignor agrees to provide to SHO the following prior to or upon Horse delivery:

- i. Proof of current vaccination for each Horse, pre-veterinary exam, and X-rays;
- ii. A veterinarian inter-state health shipping paper where applicable;

iii. Original registration papers for each Horse (properly prepared for transfer) as well as status of mares or stallions in the stud book, scores and breeding information, if applicable;

iv. A USEF Recording Certificate for each Horse, if applicable (properly prepared for transfer);

v. A completed Written Disclosure Statement (Schedule D), regarding any previous surgical procedures, cribbing, weaving, wind, nerving, bleeders, or drugs administered prior to delivery or any conditions which are known to Consignor that would adversely affect the good faith of the Horse as an entry into the Auction.

c. Consignor covenants, represents and warrants to SHO and the successful bidder at the Auction, that Consignor is the sole owner of the Horse and that the Horse is free and clear of any and all liens and encumbrances of any nature whatsoever and that Consignor has the full right, power, and authority to sell the Horse and enter into this Agreement. Consignor also represents and warrants that all information furnished to SHO regarding the Horse is complete, accurate and has no omissions. Consignor agrees immediately to notify SHO of any errors and/or omissions in any of the foregoing, or in any announcement made with respect to the Horse. Consignor further covenants, represents and warrants that any signature or information given on any document pertaining to this Sale is proper and legal. These representations and warranties shall survive the Auction and also inure to the benefit of any Buyer.

d. Consignor will, in all respects, cooperate with and assist SHO in the discharge of their duties and shall refrain from any acts that will interfere with the Auction and with any prospective purchasers. Consignor understands that failure to cooperate with SHO could result in the Horse being dismissed from the Auction without refund of any fees charged, including but not limited to, the Board and Training Fee, Additional Costs, Boarding Rates, Daily Rate, Substitution Fee, and Entry and Withdrawal Fees.

e. Consignor agrees to the conditions set forth herein and in the Terms and Conditions of Sale attached and made part of this Agreement. Consignor agrees to abide by the rules of CNDC, the SHO partner property, the owner and/or operator of the Sale facilities, premises, or grounds and the rules and customs or practices of SHO for sales conducted by SHO.

f. If Consignor is executing this Agreement as Agent for the Owner of the Horse(s) listed herein, both Agent and Owner shall be jointly and severally liable to SHO for all such obligations arising hereunder. Owner shall be deemed to have full knowledge of any information conveyed to SHO by Consignor.

6. HORSE'S FITNESS FOR AUCTION – PRE-VETTING RECOMMENDATIONS AND REFUSAL OF ENTRY

Consignor agrees to submit for each Horse a written veterinary report of basic examination and a set of digital X-rays as specified by SHO. The X-rays will be placed in a repository controlled by SHO and made accessible to Buyers. SHO reserves the right to return any Horse arriving at CNDC and/or SHO



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partner property which it deems unsuitable, in SHO's sole and absolute discretion, for sale at the Auction for reasons including but not limited to: poor body condition, poor grooming, unkempt feet, soundness faults, or poor disposition. All returns made to Consignor will be made at Consignor's expense, prior to the Auction. Any returned Horse will be charged a Daily Rate specified in PARAGRAPH 18, over and above the daily Boarding Rates while in residence at CNDC and/or SHO partner property, plus any Additional Costs.

7. OBLIGATIONS AND RIGHTS OF SALE PRESENTER

SHO shall be responsible for presenting and promoting the Auction, providing a venue, and selling the right to consign to interested individuals. SHO shall contract with the Auctioneer, who is duly licensed to operate in the state of Texas and bonded in California, and will, in accordance and agreement with the Auctioneer, have final decision in all matters regarding the structure of and procedures of the Auction. SHO does not claim to be a licensed Auctioneer service and will provide only management and presentation services by which Consignor may sell and Buyer may purchase horses.

8. PRE-AUCTION SALE OF HORSE

a. Consignor shall have the right to sell the Horse at a Pre-Auction Sale price. This Pre-Auction Sale price shall be made public, and Buyer may agree to purchase the Horse for that amount before the Auction takes place. If a Pre-Auction Sale price has been established, Consignor shall enter it here:

Pre-Auction Sale price: \$ _____

Signature of Consignor: _____

b. Consignor agrees that the Horse is to be sold at absolute auction unless a Pre-Auction Sale has occurred or a minimum reserve has been set by the Consignor on the Reserve Bid Form (Schedule C).

9. COMMISSIONS AND POST-AUCTION PROCEDURES

If the Horse is sold either by Pre-Auction Sale or at the Auction, Consignor agrees that SHO shall be entitled to a commission of eight percent (8%) of the hammer price or the Pre-Auction Sale price ("Commission"). The Commission and any unpaid Board and Training Fee, Additional Costs, and Boarding Rates shall be netted from the Total Purchase Price specified on the Acknowledgement of Purchase and Security Agreement, and the net funds shall be paid to the Consignor ("Consignor's Proceeds") within fifteen (15) days of Sale so long as Consignor has fully performed all of Consignor's obligations under this Agreement and Buyer is not in default. Consignor is aware that the successful Buyer of the Horse shall also pay an eight percent (8%) Buyer's Premium to SHO, which shall be eight percent (8%) above the Pre-Auction Sale price or the hammer price. Prior to the distribution of Consignor's Proceeds, Consignor must have provided to SHO all required documentation and registration papers as determined by SHO. Consignor agrees to indemnify SHO and hold harmless and

blameless SHO on collection of any sales tax for any Horse withdrawn from sale or any Horse that does not make reserve and is sold after the Auction.

10. RISK OF LOSS

While the Horse is boarded at CNDC and/or SHO partner property under the supervision of SHO, SHO and CNDC shall not be liable for any sickness, disease, theft, death or injury suffered by the Horse or any other cause of action arising from or concerning the boarding of the Horse. All risks are assumed by the Consignor. The Consignor agrees to hold SHO, CNDC, SHO partner property, and each of their respective employees and agents, collectively the "SHO Released", harmless and blameless from any loss or injury to said Horse. All costs, no matter how catastrophic, connected with the Horse are borne solely by the Consignor.

11. CONSIGNOR'S RELEASE AND INDEMNITY

While the Horse is boarded at CNDC and/or SHO partner property and under the supervision of SHO, Consignor agrees to hold the SHO Released harmless and blameless from any claim caused by said Horse. Consignor hereby releases SHO, CNDC, the Auctioneer, and each of their respective employees and agents from any and all responsibility, liability, obligation, claim, lawsuit, or legal proceedings that may arise out of this Agreement and/or the sale and care of the Horse, and Consignor further agrees to indemnify and hold blameless the SHO released for any claim of harm or injury caused by the Horse or arising out of this Agreement. Consignor agrees to execute and deliver the Release and Indemnity Agreement (Schedule B).

12. EMERGENCY CARE

If medical treatment is needed for the Horse, SHO will attempt to contact Consignor but, in the event that the Consignor is not reached, Consignor grants authority to SHO or CNDC to secure emergency veterinary and/or blacksmith care and to arrange billing to the Consignor. Consignor is responsible to pay all costs relating to this care.

13. TERMINATION

SHO may terminate this Agreement, either pursuant to PARAGRAPHS 4 & 5 herein or if Consignor breaches any material term and/or covenant of this Agreement, upon written notice to the Consignor.

14. WAIVER OF AGISTER LIEN

SHO has the right of lien as set forth in the laws of the state of California (Cal. Civ. Code § 3080) for the amount due for Board and Training Fees, Boarding Rates, and Additional Costs, training or any additional services and shall have the right, without process of law, to retain said Horse until the indebtedness is satisfactorily paid in full in cash, certified bank check or wire transferred funds. Upon receipt of the funds, the Horse shall be released from the lien. The Consignor hereby grants a first priority lien on the Horse to SHO for all charges resulting from



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boarding, training, or rendering of any other services to the Horse. If all such charges are not paid within forty-five (45) days of the Auction, the Horse may be considered as abandoned, and Consignor agrees, regardless of governing statutes, that SHO may, upon fifteen (15) days written notice to Consignor, at the address set forth above, sell the Horse at its discretion at public or private sale to satisfy indebtedness. Consignor hereby expressly waives all provisions of California Civil Code §3080 et al. (which provides for a court ordered sale of the Horse). In the event of such, any monies received in excess of the amount due to SHO shall be delivered to the Consignor within five (5) days by first class United States mail service at the address recorded above. The Consignor shall pay any and all expenses, including attorney's fees and court fees, incurred by SHO in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of any notices.

Signature of Consignor: _____

15. NOTICES

Any notice, consent, request or other communication made or given in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed registered or certified mail, return receipt requested, or by confirmed facsimile transmission or by hand delivery, to the parties at their respective addresses, as set forth above, or at such other address as each may specify by notice to the others in writing.

16. MISCELLANEOUS

This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement between the parties and supersedes all prior or concurrent agreements, understandings, warranties, representations and negotiations, both written and/or oral, between such parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. This Agreement shall not be assignable by the Consignor, without the express prior written consent of SHO. Any legal action brought regarding a claim must be brought in the Superior Court of Solano County, California and the substantive laws of the State of California shall apply. The failure of a Party to insist on strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. If any term or provision of this Agreement is declared illegal or unenforceable by any court of competent

jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. On any breach of this Agreement, the prevailing party shall have the right to recover all reasonable attorney's fees and court costs. All Schedules (B, C, & D) are attached and incorporated into this Agreement. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts will together constitute but one Agreement.

17. MEDIATION

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in confidential mediation with JAMS of Sacramento, located at 2520 Venture Oaks Way #400, Sacramento, CA 95833 before the filing of any lawsuit. The parties agree to share equally in the costs of the mediation. If the matter is not resolved through confidential mediation, then the right to litigate shall be preserved.

18. RATES AND FEES

Entry Fee for Horse	
Entry Fee for Foal	
Withdrawal Fee	
Substitute Fee	
Board and Training Fee	
Additional Costs	
Daily Rate	
Total Fees	

By signing this Agreement, Consignor confirms that he or she has read this Agreement and the Terms and Conditions of Sale and fully understands said documents and is herein agreeing to be bound by them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Consignor

By: _____

Print Name: _____

____ Owner ____ Authorized Agent

Sporthorse Online, LLC

By: _____

Print Name: _____



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Schedule B

Sporthorse Online, LLC and Christiane Noelting Dressage Center, Inc.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARTICIPATION AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, _____, the undersigned, in consideration of my participation horseback riding, training, competing, handling, and other related activities hereby agree to release and discharge Sporthorse Online, LLC and Christiane Noelting Dressage Center, Inc., and their respective employees, agents, and independent contractors (collectively, "the SHO Released") on behalf of myself, AND my minor child _____, my heirs, assigns, personal representative and estate as follows:

ASSUMPTION OF INHERENT RISKS

1. **I understand and acknowledge** that the activity I am about to voluntarily engage in as a participant and/or volunteer bears **certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties.** The following describes some, but not all of those risks:
 - a. A Horse may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
 - b. Equipment may fail; saddles or bridles may loosen or break resulting in serious injury or death.
 - c. Additional risks include but are not limited to those caused by the actions of other people including but not limited to co-participants. I hereby assume **ALL** of the risks of participating in horseback riding, training, competing, handling and other related activities.
2. **I acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH,** because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.



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3. **I voluntarily assume the risk and danger of injury or death** inherent in the use of the Horse, equipment, and gear provided to me by the SHO Released, and understand that equipment can fail at any time thereby resulting in injury.
4. **I voluntarily assume the risk and danger of injury or death** inherent in the use of the stables and property where the SHO Released's auction is located.

WAIVER OF LIABILITY FOR NEGLIGENCE

5. **I RELEASE** the SHO Released, today and on all future dates from **ANY CLAIM** of injury, death, other damage or loss resulting from my participation, or as a result of the **ORDINARY NEGLIGENCE** of the SHO their employees and agents **in connection with my riding experience or ability, INCLUDING BUT NOT LIMITED TO** training or selecting horses, competing, maintenance, care, fit or adjustment of saddles, bridles or other equipment, instruction on riding skills or leading and supervising riders and the maintenance and care of the property where the SHO Released's auction is located, and the SHO partner property where Horses may be stabled and trained prior to the auction.

INDEMNIFICATION AGREEMENT

6. **I INDEMNIFY, SAVE AND HOLD HARMLESS** the SHO Released and their employees and agents **AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST** that may incur either
 - a. **arising out of or in any way connected with either my use of the Horse and any equipment or gear provided therewith or any acts or omissions of employees or agents OR**
 - b. **arising out of claims of co-participants, rescuers, and others arising from the conduct of my participation in horseback riding.**

COVENANT NOT TO SUE

7. **I RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the SHO doing business under their own name or any other name and/or any of their employees, or agents **FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.**

RULES AND HEALTH STATUS

8. I agree to abide by and follow any instructions given or rules established by the SHO Released or any of their employees or agents with regard to my use of the Horse or any equipment or gear provided therewith.
9. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event or ongoing events, and to cover bodily injury or property damages caused to a third party as a result of my participating in this event.
10. I represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities.



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11. I understand and agree that no person will be allowed to mount any Horse or pony owned by the SHO Released or located on the property where the SHO Released holds its auction or on the SHO partner property where Horses may be stabled and trained prior to the auction without wearing an ASTM-standard and SEI certified helmet.
12. I acknowledge that while the SHO Released require me to wear an ASTM-standard and SEI certified helmet they do so while WARNING that no protective equipment can guard against all injuries.

VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE

13. I agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of Solano County, California and further agree that the substantive laws of the State of California shall apply in any action brought.
14. The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
15. I acknowledge that this document is a contract and agree that if a lawsuit is filed against the SHO Released, their agents, or employees for any injury or damage in breach of this contract, the prevailing party shall be awarded attorney's fees and costs.
16. I understand that this is the entire Agreement between myself (and minor child if applicable) and the SHO Released cannot be modified or changed in any way by the representations or statements of any employee or agent or by me.
- 17. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.**
18. If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with the SHO Released, I consent to the child's participation and **AGREE**, to all of the above provisions and **AGREE** to assume all of the obligations of this release on the child's behalf.

Printed name of Participant

Date

Signature of Participant or Parent or Guardian #1 if Participant is under 18

Date

Signature of Participant or Parent or Guardian #2 if Participant is under 18

Date



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Schedule C RESERVE BID FORM

As part of the Consignment Contract, all Consignors must complete and sign this form and return it to Sporthorse Online, LLC by October 14, 2016.

IF NO RESERVE BID IS DESIRED, THEN YOU MUST SO INDICATE BELOW, AND THE AUCTIONEER WILL HAVE SOLE DISCRETION TO SET THE OPENING BID.

1. DESCRIPTION OF THE HORSE

Registered Name:		
Age:	Color:	Sex:
Breed:	Height:	USEF Number:
Registration Number and Organization:		

2. RESERVE BID – Please indicate the amount of reserve bid below in U.S. Dollars. If no reserve bid is desired then please write “N/A” or “None”. This line cannot be left blank.

\$ _____

Important Note: If the bidding does not reach or exceed the reserve set by Consignor, the Horse will not be sold at the Auction.

Consignor Signature: _____

Print Signature Name: _____

____Owner

____Authorized Agent

THIS RESERVE BID FORM MAY ONLY BE MODIFIED IN WRITING SIGNED BY CONSIGNOR OR THE CONSIGNOR'S AUTHORIZED AGENT (PER THE AGENT AUTHORIZATION FORM ON FILE WITH SPORTHORSE ONLINE, LLC) AND APPROVED IN WRITING BY SPORTHORSE ONLINE, LLC.



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Schedule D WRITTEN DISCLOSURE STATEMENT

As part of the Consignment Contract, all Consignors must complete and sign this form and return it to Sporthorse Online, LLC by September 3, 2016.

Consignor shall complete the Written Disclosure Statement and shall in good faith provide accurate information regarding the condition of the animal. The objective to the disclosure requirement is to enable potential buyers to make an informed judgment regarding the Horse prior to exercising their right to bid on such animal.

Consignor has the affirmative duty to disclose with particularity any of the following specified conditions of the Horse, if known to exist:

It is imperative that you complete each line of the Written Disclosure Statement. If no information applies, simply put "N/A" or "Unknown". No line may be left blank.

1. Previous Surgeries: Colic, Nerving, or other

2. Vices: Cribbing, Windsucking, Weaving, or other

3. Unsoundness: Chronic lameness or impairment of natural gait regardless of cause, including osteoarthritis of a joint, OCD, bone abnormality, navicular disease, or ringbone; nerving; wobbler; Equine Protozoal Myeloencephalitis (EPM); blindness or functionally impaired vision; laminitis; chronic bleeding; parrot mouth; cryptorchid; or winded condition. For breeding stock, Consignor shall additionally disclose, if known to exist, the following: as to stallion, infertility or permanent incapacity to breed, and as to broodmare, infertility or other condition which prevents the broodmare from carrying or delivering a viable foal through normal gestation.

4. Dangerous behaviors: Rearing, Kicking, Bolting, Biting, Bucking, or other

5. Unless disclosed by Consignor the Horse must be sold drug free. Any foreign or controlled substance administered to the Horse must be disclosed regardless of therapeutic benefit or purpose, including, but not limited to, bute, regumate, or acetazolamide.

Current Medications / Drugs:



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Schedule D WRITTEN DISCLOSURE STATEMENT (Cont'd.)

6. Birth date and Location of the Horse: _____

7. Prior Ownership of the Horse: _____

8. Any alterations that may affect the performance of the Horse:

9. Any medical ailments, defects or surgeries are as follows:

10. In case of emergency, Consignor should indicate on this form whether or not the above named Horse is a surgical candidate.

Is the above named Horse a surgical candidate?
_____Yes _____No

I, the Seller of the Horse named _____, hereby attest that I have disclosed the following information listed above and below to any and all intended purchasers and to Sporthorse Online, LLC, to the best of my recall and knowledge. I further attest that the Horse has a clear title and is free of any and all liens.

Consignor Signature: _____

Print Signature Name: _____

____Owner ____Authorized Agent

State of _____ County of _____

Signed in the presence of:

First Witness (Print Name)

Second Witness (Print Name)

Signature

Signature

Address

Address



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CONSIGNOR'S AGENT AUTHORIZATION

TO: Sporthorse Online, LLC, c/o CNDC, 6954 Lewis Road, Vacaville, CA 95687

If you wish to use the services of an Agent, you must complete and file this authorization form with Sporthorse Online, LLC prior to September 3, 2016.

I hereby appoint as my agent for the **Pacific Sporthorse Selection Auction** on October 15, 2016:

Agent's Name: _____

Agent's Address: _____

Telephone/Fax: _____

I hereby authorize my agent and grant to him or her the full power and authority to act for me in all matters necessary, convenient or incidental to the sale of any Horse by me, and to do all things which I would be entitled to do in connection with the sale of the Horse listed on the 2016 Pacific Sporthorse Selection Auction entry form, including but not limited to: execute all documents; bid on any horse consigned by me; designate a reserve price and sign a reserve authorization; withdraw such Horses consigned by me subject to such fees, refunds or conditions as set forth in the Consignment Contract and Terms and Conditions of Sale; provide information on current training or breeding status, or other information for inclusion in the catalog or announcements from the auction stand; warrant on my behalf the accuracy thereof; and receive the proceeds of the sale.

The undersigned hereby warrants and represents that he or she is authorized to execute this authorization on behalf of each and every owner of the subject Horses and on behalf of the entity or entities, if any, who are owners. **This authorization must be signed by an owner, or an officer, general partner, or legally authorized principal of an owner that is not an individual.**

THIS AUTHORIZATION MAY NOT BE REVOKED OR MODIFIED EXCEPT IN WRITING SIGNED BY MY AGENT AND ME, AND APPROVED IN WRITING BY SPORTHORSE ONLINE, LLC.

Name of Owner: _____
(Print)

(Signature)

If owner is other than an individual, print or type name of individual signing this authorization and his or her title.

Signed on (date): _____



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-- TERMS AND CONDITIONS OF SALE --

IMPORTANT AND LEGALLY BINDING RULES APPLICABLE TO THIS SALE; PLEASE READ CAREFULLY AND COMPLETELY

1. PLACE OF AUCTION AND RELATED PARTIES – The Pacific Sporthorse Selection Sale (**the “Auction” or the “Sale”**) is being presented by Sporthorse Online, LLC (**“SHO”**). The Auction shall take place at Christiane Noelting Dressage Center, Inc. (**“CNDC”**), located at 6954 Lewis Road, Vacaville, CA 95687. Phillip L. Pierceall (Tx Lic. #16169), Swing City Auction Company, LLC, (**the “Auctioneer”**) shall conduct the sale of the Horses at the Auction. The Auctioneer and SHO (and their respective employees and agents) shall hereinafter be collectively referred to as **“Sale Management”**.

2. APPLICABLE LAW – All Horses in this Sale are offered according to the laws of the State of California, without regard to conflict of law principles. This Sale is conducted in accordance with, and all acts of interested parties and/or claims by them shall be governed by, these Terms and Conditions of Sale.

3. DISCLAIMER OF WARRANTIES - THERE IS NO WARRANTY EXPRESS OR IMPLIED BY THE SALE MANAGEMENT, SPONSORS, OWNERS, CONSIGNORS, OR THEIR REPRESENTATIVES AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS SALE AND ALL HORSES ARE SOLD ON AN “AS IS” AND “WITH ALL FAULTS” BASIS. ALL SALES ARE FINAL AND BUYER ACCEPTS THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE HORSE. BUYER IS BOUND BY ALL ANNOUNCEMENTS FROM THE AUCTION STAND AT THE COMMENCEMENT OF THE SESSION IN WHICH THE HORSE IS SOLD AND AT THE TIME OF SALE.

4. AGENTS – Persons purporting to act as an Agent for a Buyer must file with SHO a completed, notarized Buyer’s Authorized Agent Form, signed by the Buyer naming the Agent and specifying his/her authority to bid and accept title and delivery. Any person failing to comply with this condition shall be held **PERSONALLY LIABLE** as the Buyer. If a Seller/Consignor would like to use the services of an Agent, then the Seller/Consignor must complete a Consignor’s Agent Authorization form. The Buyer’s Authorized Agent form and/or the Seller/Consignor’s Agent Authorization form must be on file with SHO on or before the Auction. Each of these Agent forms is available in the sale catalog and online at www.sporthorse-selection.com.

5. INSPECTION (INCLUDING THE REPOSITORY) AND TRIAL OF HORSES – All Horses are available for public inspection beginning the Saturday two weeks prior to the Auction and continuing through the Auction between the hours of 9:00am and 5:00pm by appointment. **All prospective Buyers shall carefully examine Horses and the corresponding documents in the Repository for which they may be interested (personally and/or by Agents or veterinarians of their choosing) BEFORE bidding, as they are accepting any Horse purchased “AS IS” AND “WITH ALL FAULTS” as pursuant to CONDITION 3. Buyers that fail or refuse to inspect for any reason, including a lack of opportunity for inspection, purchase the Horse at their own risk.** During inspection times, prospective Buyers and their trainers/agents may be permitted to try any Horse for sale and a release form must be signed. Such inspection must be pre-arranged with the Sale Management. Sale Management shall reserve the right not to permit any Buyer or their trainer to ride any Horse. Sale Management shall arrange the viewing of each Horse, which schedule shall take into consideration the number of persons wishing to try a particular Horse on a certain day. All details available to the Sale Management will be given by the Auctioneer and Announcer from the Auction stand. Changes of procedure of this Auction are at the discretion of the Sale Management and will be announced as occasion arises.

6. VETTING OF HORSES – Sale Management has required a basic veterinary exam, proof of current vaccinations, X-rays, and a Written Disclosure Statement of any significant medical history known to the Consignor for each Sale entry. Further detail with regard to the pre-vetting requirements can be found online at www.sporthorse-selection.com, or by viewing such information with respect to each Horse in the repository accessible to Buyers. Sale Management will provide admission to locally available veterinarians who may be scheduled to complete further inspection for any prospective Buyer, Agent, or veterinarian during the hours set forth in **CONDITION 5**. In the event a prospective Buyer wishes to have a Horse further inspected by that Buyer’s veterinarian, the Sale Management, so as to protect the health and training of such Horse, shall have the sole and absolute discretion to determine whether or not any prospective Buyer has the privilege to have their veterinarian further examine any Horse and the extent of the examination. In no event shall any prospective Buyer, their Agent, or veterinarian have the right to pull any



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Horse's shoes. All veterinarian exams are done at the sole expense of the prospective Buyer.

7. X-RAY REPOSITORY AND DISCLOSURES – The X-rays and Written Disclosure Statement with regard to each Horse shall be on file with the Sale Management and may be viewed by request made to the Sale Management. Sale Management will not review, and shall have no knowledge imputed to them or have any liability for, any X-rays (including any deposited in the repository) or any health, immunization, medication or other records for any Horse sold, the authenticity, sufficiency, quality, completeness and accuracy of the same, all of which shall be the sole responsibility of Consignor. All hard copy X-rays are the property of the Sale Management and must remain in the Sale office and may not be removed for any reason whatsoever. Disclosures and any written exam provided by Consignor shall likewise be available in the Sale office, are the property of the Sale Management, and may be reviewed upon request but not be removed from the office for any reason whatsoever. Digital X-rays and veterinary exam findings may also be e-mailed to a client's veterinarian upon request. The presence or use of the repository does not change any of these Terms and Conditions of Sale, which shall continue to be binding on all parties, nor does it create any express or implied warranties.

8. BIDDING PROCEDURE – The right to bid in this sale is reserved for all Consignors, including owners and their Agents, unless otherwise announced. All bidders must be at least eighteen (18) years of age and be prepared to present written proof of age and identity. All Buyers shall register with the Sale Management beginning two weeks prior to the Auction up until the Auction. Unless a reserve bid is specified by the Seller/Consignor, the Auctioneer, in his/her sole discretion, shall set the opening bid, as well as any required bidding increments. The person making the highest bid recognized by the Auctioneer shall be the Buyer, who shall forthwith identify his or her self to the Auctioneer as Buyer, and shall sign an Acknowledgement of Purchase and Security Agreement ("Acknowledgement of Purchase") when it is presented. In the event that a person other than the Buyer signs the Acknowledgement of Purchase, such action shall not give such person any right or title to the Horse; and immediately that such erroneous signing of the Acknowledgement of Purchase becomes known to Auctioneer, the Auctioneer shall cause the Acknowledgement of Purchase to be presented to the Buyer for signature. Should Acknowledgement of Purchase not be presented to the Buyer for the signature prior to commencement of bidding on the next lot offered, Buyer shall forthwith identify his/herself to the Auctioneer as Purchaser and sign the Acknowledgement of Purchase when presented. Right of purchase of Buyer is not impaired in the

case of signing of Acknowledgement of Purchase by another, provided that such Buyer acts in accordance with these Terms and Conditions of Sale. All Agents must notify the Sale Management with a letter of authorization signed by their client(s) prior to the start of the Auction. Absentee bids must have payment method approved prior to the start of the Auction. The Auctioneer may decline any bids made by parties who have defaulted on former purchases or persons who in his/her sole judgment are not responsible bidders, and the Auctioneer's decision shall be final.

9. BIDDING DISPUTES – Should any dispute arise between or among any two bidders, the Auctioneer shall forthwith adjudicate the dispute and the Auctioneer's decision shall be absolute, final and binding upon all parties. Bids received after the fall of the hammer are not valid nor are they grounds for dispute. Bids acknowledged by bid spotters employed by the undersigned are recognized as if tendered to the Auctioneer, but in case of dispute, the bidding on the Horse shall be reopened forthwith for advance bids, and if there be no advance bid, the Horse is sold to the person from whom the Auctioneer recognized the last bid. In case of dispute, advance bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of the dispute, then bidding shall be reopened to all bidders.

10. TITLE, RISK, DELIVERY – The Buyer, at the fall of the hammer, assumes risk of injury, loss and responsibility of the Horse. But, such taking shall not constitute delivery of the animal, nor shall title pass until payment is received by the Sale Management cashier. **Buyer must make payment in U.S. currency in cash or cashier's check within ONE (1) HOUR of the conclusion of the Auction**, at which time delivery will be made in the form of a "Stable Release" for the Horse, and title shall pass to the Buyer provided that the Buyer has made full payment for the Horse as provided in these Terms and Conditions of Sale. Sale Management strongly recommends that Buyers arrange immediate insurance protection for their animal. Horses paid for by cash or cashier's check may be removed from the grounds immediately after payment and receipt of a Stable Release Form. Otherwise, Horses must remain on the sales grounds until funds clear the bank. Buyers of Horses that remain on the sales grounds longer than twenty-four (24) hours after the Auction will be charged CNDC boarding rates ("Boarding Rates"), up to and including day of clearance of due funds, plus any additional costs incurred. "Additional Costs" is defined as, but not limited to, additional shavings, farrier or veterinarian services, medication and grooming. During the stay of the Horse, neither the authorized Consignor, nor Sale Management nor CNDC (including employees and agents) shall be liable for any accidents, theft, disease, or sickness death or injury, or damage to any Horse howsoever



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caused. The CNDC staff shall continue to look after Horses until loaded without any contractual relationship being entered into between Buyer and Sale Management or CNDC. All Horses must be removed from the grounds by the end of business hours (6:00pm) on the day immediately following the Auction. Horses not removed at this time will be charged Boarding Rates and Additional Costs as stated above for each and every day past this deadline, up to and including the day of removal.

11. TERMS OF PAYMENT – Full payment for the total purchase price must include the related commissions as described in CONDITION 12 as well as the sales tax as described in CONDITION 16. An eight percent (8%) Buyer's premium will be charged by SHO for each Horse sold at this Auction or by Pre-Auction sale. Payment must be made in U.S. currency. Buyer shall pay with cash or cashier's check delivered to the Sale Management cashier. Buyer may alternatively use a credit card to make payment. Make all checks payable to Sporthorse Online, LLC. Payments by wire transfer to an account designated by Sale Management may be arranged. Purchasers shall make payment or payment arrangements within ONE (1) HOUR of the conclusion of the Auction for the full purchase price, such payment to be accepted providing arrangements have been made with the Sale Management prior to bidding and written approval is granted. Title to such Horses purchased with personal check shall not pass to Buyer, and such Horses must remain on the grounds, until the funds have cleared the bank. Boarding Rates will be charged as stated in CONDITION 10 above beginning the day immediately following the Auction at 6:00pm. Registration papers will likewise be held and title shall not pass until funds clear the bank. Buyer may not stop payment on a check given in payment for a Horse or in payment for Boarding Rates or Additional Costs charged for any reason. SHO reserves the right to ask for immediate payment for any purchase made at this Auction. Any Buyer who fails to make immediate payment when requested shall forfeit all right to acquire ownership of that particular purchase and, further, shall relinquish all rights to further bidding at this Auction. Any Horse that is not paid for when requested by the Sale Management may be reentered into the Auction for sale. SHO requires notification of the identity of the intended Buyer. Additionally SHO reserves the right to deny a sale to any Buyer who is deemed to be unfit.

12. COMMISSIONS – Buyers and Sellers brought together by the Auction shall both be subject to related commissions. Buyer's premium is eight percent (8%) above the hammer price or Pre-Auction Sale price, and is payable along with purchase of the Horse as set forth in CONDITION 11 above. Seller must also pay an eight percent (8%) commission to SHO.

13. DEFAULT – Any Buyer who fails to comply in any respect with CONDITIONS 10, 11, and 12 above, will be declared in default. SHO reserves the right to sell that purchase on the Buyer's account without prior notice and reserves the right to litigate with the Buyer for any deficit, including, but not limited to, purchase price, commissions, veterinary bills, and any and all legal expense involved. Buyer agrees that all amounts owed to SHO, if not paid within fifteen (15) days of the Auction, shall bear a finance charge of one and one-half percent (1½%) per month, or the maximum legal rate, whichever is higher, commencing from the date of the Auction. Additionally, Buyers in default status shall be held accountable for unpaid amounts plus twenty percent (20%) of the hammer price and any expenses incurred, beginning on the date of the purchase.

14. LEGAL ACTION AND VENUE – I agree that any and all disputes, claims or controversies arising out of or relating to this Sale shall be submitted to JAMS Sacramento, or its successor, for confidential mediation, and if the matter is not resolved through mediation, then the right to litigate shall be preserved. If legal action is brought regarding a claim, it must be brought in the Superior Court of the State of California, County of Solano, and the prevailing party shall be awarded reasonable attorney's fees and costs.

15. PUBLIC LIABILITY – Neither the Consignor nor Sale Management nor CNDC (including employees, and agents) assume any responsibility for theft, fire, injury, death or damage to person or animal of any kind, howsoever caused. Ride and examine Horses at your own risk. The public is cautioned to be extremely careful while on the grounds, examining Horses, and particularly while Horses are being ridden. Do not enter stalls under any condition. During the exhibition and the Sale absolutely no purchaser or spectator is to be in the barns or the aisles of the arena under any circumstances. Persons wishing to ride or inspect a Sale Horse must first register at the Sale office located in the main barn and be accompanied by a Sale representative. A release form must be signed and, if riding, I understand and agree that no person will be allowed to mount any Horse or pony owned by SHO or located on the property where SHO holds its Auction or located on SHO partner property where Horses may be trained and/or stabled without wearing an ASTM-standard and SEI certified helmet. There are no exceptions to this. Absolutely no smoking in any barns. SHO reserves the right to take whatever action is required to protect the health and welfare of any Horse at the expense of the owner in an emergency.



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16. SALES AND USE TAX – Applicable sales tax rate for the state of California will be added to all purchases unless: (1) Buyer presents a valid Resale Certificate and intends to resell the Horse; or (2) Buyer has signed and delivered a Pre-Sale Interstate Delivery Agreement with SHO prior to purchase and has fully complied with these Terms and Conditions. Should any sales or use tax, penalty or interest be imposed on any purchase for any reason (including subsequently by any taxing authority), Buyer will be solely responsible for and shall promptly pay such amount to the appropriate taxing authority and will defend, indemnify, and hold SHO harmless.

17. PRIVACY NOTICE – Notice is hereby given to all participants and attendees of the Auction that SHO may record any and all portions of the Auction and related events by video, audio, photograph or other means, which may be used by SHO in its sole discretion. By participating and/or attending the Auction, you are hereby providing permission for your and/or your Horse's name, likeness, or identity to be used for advertising and promotional purposes of the Auction without compensation.

18. ENTIRE AGREEMENT – These Terms and Conditions of Sale, the Acknowledgement of Purchase and Security Agreement, any announcement from the Auction stand authorized by these Terms and Conditions, and any other official Auction publications from SHO shall constitute the entire agreement of Consignor, Buyer, and Sale Management, bidders, and all other interested parties with respect to the Auction and shall supersede all prior or

concurrent agreements, understandings, warranties, representations and negotiations concerning the Auction, except, as between SHO and Consignor, the Consignment Contract shall remain in full force and effect. The Sale Management shall not be bound by any oral or written agreement or alleged agreement varying from these Terms and Conditions of Sale between the Buyer and the Consignor unless agreed to in writing and signed by the Sale Management. Any controversy or claim between the Buyer and the Consignor arising under any such agreement shall be a matter for their resolution by settlement, litigation, mediation or otherwise as they determine.

19. SEVERABILITY – If any provision of these Terms and Conditions of Sale is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such term or provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. LIMITATION OF ACTIONS – Any cause of action arising out of or relating to this sale, or any Horse interest therein, whether based in contract, tort, or equity shall be commenced not more than **ONE (1) YEAR** after the date of this sale, regardless of when the facts giving rise to the claim are discovered, or shall be forever barred; PROVIDED, HOWEVER, this limitation of action shall not apply to any action against the Buyer for recovery of any payment, commission, including interest and expenses provided hereunder, or including repossession of any Horse purchased at this sale, or under any Consignment Contract.