

CONSIGNMENT  
CONTRACT

THE PERFECT PLACE  
• TO FIND YOUR NEXT CHAMPION •

# LOS ALAMITOS *Equine Sale*

**MUST BE PARENTAGE VERIFIED**

In conjunction with the **\$450,000 est.** PCQHRA Breeders Futurity &  
**\$200,000 est.** Breeders Derby at Los Alamitos Race Course

The 2010 Los Alamitos Equine Sale is a joint venture of major breeders Ed Allred and Frank 'Scoop' Vessels held in cooperation with Pacific Coast Quarter Horse Racing Association.

**Saturday, October 2 • Sunday, October 3**

**4% Commission on any sale or repurchase  
The lowest Commissions and Fees of any major sale**

**Early Consignment Deadline - Yearlings - June 1, 2010 - \$450**

Late Consignment Deadline - July 1 - \$500

**Early Consignment Deadline - Mares & Mixed Stock - June 1, 2010 - \$400**

Late Consignment Deadline - July 1 - \$450

**Yearling Consignment Fee includes nomination to \$450,000 est. PCQHRA Breeders Futurity & \$200,000 est. Breeders Derby!**

**All Sellers/Buyers can purchase Open Berths to the 2011 PCQHRA Breeders Futurity / 2012 Derby.**

**Open Berths are Transferable**

Wait until April 1, 2011, to name your horse.

Reduced entry fee if you consign 12 or more yearlings!



In 2009  
Jumpn Beduino  
won the \$426,000  
Grade 1 PCQHRA  
Breeders Futurity!



P.O. Box 919, Los Alamitos, CA 90720  
ph. 714-236-1755 • fax 714-236-1761

[www.losalamitosequinesale.com](http://www.losalamitosequinesale.com)



This form can be downloaded from our website  
www.LosAlamitosEquineSale.com

# THE WEST COAST'S PREMIER SALE OF QUARTER HORSE YEARLINGS & MIXED STOCK OCTOBER 2 & 3, 2010

CONSIGNMENT FEE: \$450 Yearling - \$400 Mixed if entered by June 1, 2010  
or \$500 Yearling - \$450 Mixed by the Final Deadline of July 1, 2010  
Yearling consignment Fee includes \$50 nomination to the PCQHRA Breeders Futurity & Derby  
All yearlings that pass through the sale ring are eligible for the PCQHRA Breeders' Futurity

**CONSIGNED BY:** \_\_\_\_\_  
(Complete this line EXACTLY as you wish it to appear in Sale Catalog)

**HORSE NAME** (if registered) \_\_\_\_\_ QH TB

Reg. No. \_\_\_\_\_ If not registered, name applied for: \_\_\_\_\_ Embryo Transfer? No Yes

**Foaling Date:** Mo. \_\_\_\_\_ Day \_\_\_\_\_ Yr. \_\_\_\_\_ **Color** \_\_\_\_\_ **Sex:** Female Male Gelding

Check one: Weanling Yearling Horse of Racing Age Breeding Stallion Broodmare or Broodmare Prospect

Cal-Bred # \_\_\_\_\_ or  Cal-Bred registration pending (fees are paid, paperwork is in progress)

If Accredited in another state (fees paid), name state: \_\_\_\_\_ Type: Racing Stock  Breeding Stock

√Check if Sale Horse is Cribber  Cryptorchid  Sight Defect  Bleeder  Other defect (explain) \_\_\_\_\_

**SIRE** \_\_\_\_\_ QH TB Reg. no. \_\_\_\_\_

**DAM** \_\_\_\_\_ QH TB Reg. no. \_\_\_\_\_

**IF PROSPECT, ENGAGEMENTS** (paid through sale date): \_\_\_\_\_

Governor's Cup Fut. & Derby Los Alamitos 2 Million Ed Burke Futurity Golden State Million PCQHRA Brdrs' Fut./Derby

Bank Amer. Racing Chlg. All American Triple Crown Other \_\_\_\_\_

**If HORSE OF RACING AGE, give training status** \_\_\_\_\_

**BROODMARES:** Mare is In Foal Mare was Not Bred to carry a 2011 Foal Mare was Bred but is Not in Foal Embryo (below)

CARRYING FOAL BY: \_\_\_\_\_ QH TB Last breeding date \_\_\_\_/\_\_\_\_/\_\_\_\_

BRED BY EMBRYO TRANSFER TO: \_\_\_\_\_ QH TB Last breeding date \_\_\_\_/\_\_\_\_/\_\_\_\_

Recip w/Embryo sells with mare (sale mare & recip sell as 1 combined sale entry-subject to additional stall fee) Recip w/embryo does not sell

**MARE'S LAST 2 YEARS' PRODUCE** (submit all additional foals and embryos on the "Additional Produce Form," including for 2011)

Check this box if a second page has been used to document additional produce information

2010 Foal's Sex \_\_\_\_\_ Sire \_\_\_\_\_ QH TB √Check  if Embryo Transfer

2009 Foal's Sex \_\_\_\_\_ Sire \_\_\_\_\_ QH TB √Check  if Embryo Transfer

Registered Owner \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Consignor Proofs will be uploaded to the Internet. Consignors will be notified when proofs are ready; please furnish an Email address you check regularly. If you have no email, please provide a fax number.

Agent's authorization: I hereby authorize \_\_\_\_\_ to act as my Agent, with authority on my behalf to do all acts and handle all matters deemed necessary, appropriate or incidental by him/her to the sale of any animal owned by me and offered for sale at the Sale, including but not limited to, the *Conditions of Sale* and the *Conditions of Entry* appearing on the *Consignors Contract*.

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Owner Signature \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

THE "LOS ALAMITOS EQUINE SALE" (Hereinafter the "Sale") IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY THE FOLLOWING:

## CONDITIONS OF SALE

### DEFINITIONS

The Sale company is Los Alamitos Equine Sale Company LLC. Los Alamitos Equine Sale Company LLC shall mean Los Alamitos Equine Sale Company LLC its past, present, and future officers, directors, shareholders, members, employees, agents, representatives, partners, predecessors and successors in interest, and assigns. (Hereinafter referred to as LAESC.)

The Sale administrator is Pacific Quarter Horse Racing Association, Inc. Pacific Quarter Horse Racing Association, Inc. shall mean Pacific Quarter Horse Racing Association, Inc., its past, present, and future officers, directors, shareholders, members, employees, agents, representatives, partners, predecessors and successors in interest, and assigns. (Hereinafter referred to as PCQHRA/Sale Management.)

### 1. GENERAL CONDITIONS

All horses are offered for sale according to the laws of the State of California. PCQHRA/Sale Management, LAESC, Auctioneer and employees act as agents for the consignors and assume no liability for either purchasers or consignors. PCQHRA and/or LAESC reserves at its sole option the right to cancel, postpone, end the sale early or preclude one or more horses from participating in the sale, at anytime, for any reason or no reason at all, with or without notice. THERE IS NO WARRANTY EXPRESS OR IMPLIED BY THE AUCTIONEER, SPONSORS, OR CONSIGNOR AS TO THE RACING SOUNDNESS, BREEDING STATUS, BREEDING QUALITIES, FERTILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS SALE, AND ALL HORSES ARE SOLD "AS IS" AND WITH ALL DEFECTS EXCEPT ONLY AS EXPRESSLY SET FORTH IN THESE CONDITIONS OF SALE. PURCHASER 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. Both purchasers and consignors agree to defend, indemnify and hold harmless PCQHRA, LAESC, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course, Auctioneer and employees and each of them from any and all liabilities, costs and expenses, including reasonable attorney's fees arising out of or relating to this sale.

### 2. WARRANTIES-SOUNDNESS

UNLESS OTHERWISE ANNOUNCED AT THE TIME OF SALE, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE SOLD IN THIS SALE. ANY HORSE WHOSE SEXUAL DESCRIPTION IS NOT ACCURATELY SET FORTH IN THE SALE CATALOG MUST SO BE ANNOUNCED. (Descended testes not warranted on any horse sold before July 1 of his yearling year). HORSES WHICH HAVE IMPAIRED VISION OR INJURY TO THE EYE, ARE "CRIBBERS" OR WIND SUCKERS, MUST SO BE ANNOUNCED. IN ADDITION ANY HORSE WHICH IS NERVED, A "BLEEDER", OR IS CURRENTLY ON ANY STARTER'S, STEWARD'S, OR TRACK VETERINARIAN'S LIST AT A LICENSED RACE COURSE MUST BE ANNOUNCED. EXCEPT FOR THE LIMITED WARRANTIES HEREIN, EACH HORSE IS SOLD "AS IS" WITH ALL FAULTS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR USE FOR A PARTICULAR PURPOSE. ANY OTHER WARRANTY, CONDITION, DEFECT, DAMAGE, OR IMPAIRMENT OF ANY KIND IS EXPRESSLY WAIVED AND WILL NOT ENTITLE THE PURCHASER TO A RIGHT OF RETURN PURSUANT TO CONDITION TWELVE (12) BELOW. PCQHRA/SALE MANAGEMENT AND/OR LAESC WILL NOT BE HELD RESPONSIBLE FOR PROVIDING INFORMATION AS TO EMBRYO TRANSFERS AND/OR MULTIPLE EMBRYOS (FOALS OF THE SAME YEAR) FROM THE DAM OF THE HORSE FOR SALE, NOR WILL PCQHRA/SALE MANAGEMENT AND/OR LAESC BE HELD LIABLE IN ANY WAY FOR CONSIGNOR OR PURCHASER'S BELATED AWARENESS OF SUCH INFORMATION. CONSIGNOR UNDERSTANDS THAT HE/SHE IS THE SOLE GUARANTOR OF ANY SUCH WARRANTY. BOTH PURCHASERS AND CONSIGNORS AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PCQHRA/SALE MANAGEMENT, LAESC, LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, LOS ALAMITOS RACE COURSE, AUCTIONEER AND EMPLOYEES AND EACH OF THEM FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED ARISING OUT OF OR RELATING TO THE FAILURE OF CONSIGNOR TO TIMELY AND ADEQUATELY DISCLOSE SUCH INFORMATION.

### 3. WARRANTIES-BROODMARES

UNLESS OTHERWISE ANNOUNCED, THERE IS NO REPRESENTATION OR WARRANTY AS TO THE PREGNANCY OR BREEDING STATUS OF ANY HORSE DESCRIBED AT THE TIME OF SALE. EACH MARE DESCRIBED AS A BROODMARE OR BROODMARE PROSPECT IN THIS SALE WILL BE OFFERED WITH A VETERINARY CERTIFICATE PROVIDED BY CONSIGNOR FROM A LICENSED VETERINARIAN SETTING FORTH THE PREGNANCY AND BREEDING STATUS OF THE MARE IN THE OPINION OF THE EXAMINING VETERINARIAN BASED ON AN EXAMINATION CONDUCTED WITHIN 14 DAYS OF THE DATE OF SALE UNLESS SO ANNOUNCED. ANY CONTRACTUAL AGREEMENT BETWEEN AN OWNER OF A BROODMARE IN THIS SALE AND AN OWNER OF A STALLION TO WHICH THE MARE HAS BEEN BRED TO, OR THE POSSIBLE REFUND OF ANY STUD FEE, DOES NOT GO WITH ANY BROODMARE UNLESS SO ANNOUNCED AT TIME OF SALE. BOTH PURCHASERS AND CONSIGNORS AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PCQHRA/SALE MANAGEMENT, LAESC, LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, LOS ALAMITOS RACE COURSE, AUCTIONEER AND EMPLOYEES AND EACH OF THEM FROM ANY ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED THAT ARISE OUT OF OR RELATE TO THE PREGNANCY OR BREEDING STATUS OF THE MARE.

### 4. BIDDING

The highest accepted bidder is the Purchaser. The Auctioneer shall have sole discretion and full authority to settle any dispute which may arise between or among two or more bidders in whatever manner he/she sees fit. The Auctioneer's decision is final in all cases. Consignors, purchasers and bidders hereby waive any and all rights to challenge or object in any manner to this decision.

### 5. AGENTS

Any person wishing to act as an agent for a purchaser other than himself/herself must file with the PCQHRA/ Sale Management written authorization at least five (5) days prior to the sale date signed by the said purchaser naming the agent and specifying his/her authority to bid and accept title and delivery. Any person, having been qualified as agent for a purchaser, who, while acting as that purchaser's agent, is the successful bidder on any lot in this sale, must identify the purchaser on the "Acknowledgment of Purchase" contract before the agent shall sign said contract. Notwithstanding this authorization to bid and accept title and delivery, every agent who is a successful bidder shall comply with all the terms and conditions of sale including CONDITION 7: SETTLEMENT. Except as otherwise provided in this CONDITION, the Person signing the Acknowledgment of Purchase shall be personally liable as the purchaser regardless of how the Acknowledgment of Purchase is signed or whether such signature indicates the Acknowledgment is signed by an agent and/or discloses the principal.

### 6. ACKNOWLEDGMENT OF PURCHASE CONTRACT, TITLE AND TRANSFER

Title passes to the purchaser at the fall of the auctioneer's hammer, at which time the purchaser assumes all risk and responsibility for the horse. Immediately upon the fall of the hammer the purchaser or his/her authorized agent shall sign the Acknowledgment of Purchase which is presented to him/her. Should the Acknowledgment of Purchase not be presented to him/her prior to the commencement of the next lot he/she shall immediately identify himself/herself to the auctioneer as purchaser and sign the Acknowledgment of Purchase when presented. Right of purchase of the highest bidder is not impaired in case of signing of Acknowledgment of Purchase by another. Consignor and purchaser agree to release, defend, indemnify, and hold PCQHRA/Sale Management, LAESC, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course, Auctioneer and any and all employees harmless from all losses, damages, expenses, claims, causes of action or attorney's fees arising out of or related to the bidding, purchase and sale, possession, care, custody, control or maintenance of any horse of which the purchaser, including but not limited to claims arising out of injuries or damage caused to or by the horse before or after the fall of the hammer. Horses sold in this sale will be transferred by PCQHRA/Sale Management and ownership registered with the American Quarter Horse Association exactly as the purchaser's name and address appear on the Acknowledgment of Purchase contract. PCQHRA/Sale Management and LAESC reserves the right to make public the name of every purchaser and consignor. AQHA Certificates of Registration will not be released to the purchaser or his/her agent at the sale.

### 7. SETTLEMENT

Payment in full must be made within thirty (30) minutes of the conclusion of the sale session in which the horse(s) is purchased or as soon as reasonably practical after the sale session, as determined by the sole discretion of PCQHRA/Sale Management and/or LAESC. Payment must be made in U.S. currency, pre-approved bank check, certified check, traveler's checks or cashier's checks. Any lot not paid for in full at the sale and not declared in default by the undersigned shall be subject to a finance charge of 2% per month from the date of the sale on all amounts owing until the lot(s) are paid in full. Any checks not honored by payor's bank shall be subject to penalties provided in Section 1719 of the Civil Code including treble damages. Purchaser is to pay sale cashier in all cases. In no case shall any part of the purchase price be paid by purchaser to consignor. Such payment will not be regarded as valid nor will it entitle purchaser to delivery. Registration papers will be held until the purchaser's account is paid in full.

**TRANSFER FEE** A \$15.00 transfer fee shall be added to the purchase price to be paid as part of the final settlement by the purchaser

## **8. SALES TAX**

Current sales tax for the State of California will be added to all purchases unless 1) Purchaser holds a bona fide Resale Permit Number and intends to re-sell the horse; or 2) Purchaser has filed a Pre-Interstate Delivery Agreement with PCQHRA/Sale Management and has PCQHRA/Sale Management ship the horse via licensed ICC carrier to a destination outside the State of California; and purchaser does not take possession of the horse until it arrives at the out-of-state destination where it will be used. Acceptance by PCQHRA/Sale Management and/or LAESC of settlement for purchase without collection of sales tax does not relieve the purchaser of responsibility for later payment of tax should the State Board of Equalization disallow the exception.

## **9. DEFAULTERS**

Should purchaser fail to comply in any respect with the Sixth and Seventh Conditions above, the undersigned may, at its discretion, pursue any remedy available against the defaulting purchaser only, including, but not limited to, taking possession of the horse, its papers, resale of the horse at auction or by private treaty, and defaulting purchaser shall be liable for any deficit in his account, all costs of maintenance and resale, attorney's fees, costs of litigation, and any other damages available by law. Both purchasers and consignors agree to indemnify and hold harmless PCQHRA/Sale Management, LAESC, Los Alamitos Quarter Horse Association, Los Alamitos Race Course, Auctioneer and employees and each of them from any and all liabilities, costs and expenses including reasonable attorney's fees incurred that arise out of or relate to any default hereunder.

## **10. DELIVERY**

No delivery will be made before final settlement. Upon final settlement the cashier of the undersigned will issue a Delivery Release, which must be presented by purchaser or agent to the stable manager for release to remove the animal from the premises. Horses will be held at the purchaser's expense from the time of sale. All horses purchased shall be paid for and removed promptly by the purchaser or his agent. Purchasers shall make all arrangements for stabling and care of horses from the time of sale until removal from sale premises. All horses must be removed from the Sale Premises Stable Area by 5 p.m., **Monday, October 4, 2010.**

## **11. RIGHT TO INSPECTION**

Purchaser acknowledges that he/she has had the opportunity to inspect and examine, by veterinarian or otherwise, each horse he/she has purchased and accepts any horse he/she purchases with all conditions and defects except those which are specifically warranted in these conditions. Purchaser further acknowledges that he/she has had the opportunity to inspect the Medication Report in the possession of the official state veterinarian pursuant to the California Horse Racing Board regulations set forth in the catalog.

## **12. RIGHT OF RETURN**

Any horse whose condition is as aforesaid and is not so announced at the time of sale, or if a positive medication test is reported without required disclosure on any entry, said entry will be subject to return to consignor at the discretion of the purchaser with refund of purchase price, provided that the consignor and PCQHRA/Sale Management are notified in writing by the purchaser with veterinarian certificate attached, stating the defect, within five (5) days of the sale. In case of return, consignor shall pay all reasonable expenses incurred in the horse from the time of sale until return to the consignor. All warranties set forth in this agreement shall terminate no later than five (5) days from the date of the sale after which purchaser shall have no right of return of any horse for any reason whatsoever.

## **13. CATALOG AND ANNOUNCEMENTS**

PCQHRA/Sale Management, LAESC, the Auctioneer, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course, and employees are not responsible for any statements, representations, warranties or lack thereof in the catalog or announcements concerning horses for sale. The Horses will be sold with engagements listed in the catalog or announced at the time of sale. The Auctioneer, PCQHRA/Sale Management and LAESC will endeavor to have all pedigrees and engagements correctly stated but are not responsible for errors or omissions. PCQHRA/Sale Management, and/or LAESC reserves the right to make changes in the Conditions of Sale, provided that such changes are announced prior to commencement of sale. In every case, announcements from the auction stand shall take precedence over printed matter in the catalog. **THE ACCURACY AND COMPLETENESS OF ALL INFORMATION IN THE CATALOG ARE THE SOLE RESPONSIBILITY OF THE CONSIGNOR.** Consignor shall have the affirmative duty to examine the catalog page(s) on which horses consigned by him/her appear, prior to sale, and report any inaccuracies to PCQHRA/Sale Management, so an appropriate announcement can be made at the time of sale. While certain information may have been procured by undersigned third parties on behalf of the consignor, it is nonetheless solely the responsibility of the consignor to verify the accuracy of such information and notify the Auctioneer and PCQHRA/Sale Management of any corrections prior to the sale. **STAKES, ENGAGEMENTS, PRODUCE RECORDS, PEDIGREE, SOUNDNESS, SOUNDNESS, PREGNANCY, BREEDING STATUS AND ALL OTHER INFORMATION SO LISTED ARE AS REPRESENTED BY THE CONSIGNOR, TO WHOM ONLY THE PURCHASER WILL LOOK FOR REDRESS IN CASE OF ERRORS OR OMISSIONS.**

**14. ARBITRATION:** Any controversy arising out of or related to this agreement or the interpretation thereof shall be resolved by arbitration between the parties pursuant to the law of the state of California without regard to the principles of conflicts of laws as follows: A) In the event of an alleged violation of Section 12 to the Conditions of the Sale(Right of Return) and upon PCQHRA/Sale Management's determination that a claim has been timely and properly presented by purchaser, and upon notice from the sales company, the purchaser and the consignor shall each select a licensed veterinarian acceptable to PCQHRA/Sale Management. If the veterinarians fail to agree as to the validity of the claim and disposition of the horse(s), they or their principals shall agree upon a third licensed veterinarian and the panel of three shall conduct any tests, examinations and investigations they deem necessary, and may, at their discretion conduct a hearing by notifying the undersigned to arrange for the same, and shall determine the validity of the claim and disposition of the horse(s). If the two veterinarians and their principals are unable to promptly agree on the third veterinarian, PCQHRA/Sale Management will appoint one. The third veterinarian's fees and costs shall be paid by the party whose property the horse is determined to be. B) Any other controversy between a consignor, purchaser, and/or PCQHRA/Sale Management, LAESC, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course, and Auctioneer their agents and employees arising out of or relating to this Agreement, these Conditions of Sale and/or any claim relating to the purchase of a horse from this sale, shall be settled by arbitration between the parties in accordance with the rules of the American Arbitration Association. C) Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except with regard to the allocation of veterinarian's fees and costs as provided for in Section 14 (A) in the event of arbitration or litigation, the prevailing party will be entitled to reasonable attorney's fees and costs.

## **15. REGISTRATION**

PCQHRA/Sale Management will mail all papers directly to the appropriate registration agency, if required, after the purchase price has been paid in full and all funds have cleared the bank. Any reason which would affect the registration or cause the registration to be revoked by the breed association to which the horse has applied for registration or is registered with, shall be subject to return to the consignor by the purchaser. The consignor will refund to the purchaser the full price of the horse together with all reasonable expenses incurred by the purchaser in connection with the horse from the time of sale until return to the consignor.

## **16. COLLATERAL AGREEMENTS**

PCQHRA/Sale Management, LAESC, and/or Auctioneer shall not be bound by any oral or written agreement or alleged agreement varying from these Conditions of Sale between the purchaser and the consignor unless agreed to in writing, by the PCQHRA/Sale Management, LAESC and/or Auctioneer. Any controversy or claim between the purchaser and the consignor arising under any such agreement shall be a matter for their resolution by settlement, litigation, arbitration, or otherwise as they determine.

## **17. SEVERABILITY/INTERPRETATION**

If any provision of these Conditions of Sale is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of these Conditions of Sale, and they shall be continued and enforced as if such illegal or invalid provision had never been inserted herein. This agreement shall not be construed in favor of or against any party hereto but shall be construed as if all parties hereto participated in its drafting.

## **18. LIMITATIONS OF ACTION**

Any action or proceeding arising out of or relating to these Conditions of Sale or the purchase of a horse in this sale must be commenced within one (1) year after the date of sale, regardless of when the facts giving rise to the claim are discovered; provided, however, that such limitation shall not apply to any action by the consignor against purchaser for purchase price, foreclosing a lien, or other damages arising out of attempts by consignor to collect the purchase price.

## CONDITIONS OF ENTRY

### DEFINITIONS

The Sale company is Los Alamitos Equine Sale Company LLC. Los Alamitos Equine Sale Company LLC shall mean Los Alamitos Equine Sale Company LLC its past, present, and future officers, directors, shareholders, members, employees, agents, representatives, partners, predecessors and successors in interest, and assigns. (Hereinafter referred to as LAESC.)

The Sale administrator is Pacific Coast Quarter Horse Racing Association, Inc. Pacific Coast Quarter Horse Racing Association, Inc. shall mean Pacific Coast Quarter Horse Racing Association, Inc., its past, present and future officers, directors, shareholders, members, employees, agents, representatives, partners, predecessors and successors in interest, and assigns (Hereinafter referred to as PCQHRA/Sale Management).

### GENERAL CONDITIONS

**1.** I am entering the horse(s) listed on this entry form in the **2010** Los Alamitos Equine Sale to be held in October at Los Alamitos Sale Premises as advertised (Hereinafter referred to as Sale Premises). My consignment of these horses shall be according to the Conditions of Sale and our agreement as stated in this contract.

#### BY SIGNING I AGREE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

I understand that by entering the horse(s) listed on this entry form I am warranting to PCQHRA/Sale Management, LAESC and the buyer that the horse(s) is eligible for this sale and that I own the horse(s) entered, and I warrant that I am able to transfer to the purchaser full and complete legal title to each horse I have entered, including but not limited to, valid AQHA registration papers, and that each horse is free from the claims of any third party or from any security interest or lien claims other than stated herein. I agree that at no time subsequent to signing this contract will I create any encumbrances, and that should any arise I shall at once discharge, satisfy and completely absolve them.

I further understand that if there are any liens, security interests or other claims against any horse entered by me, I agree to notify PCQHRA/Sale Management in writing of the name, present address and telephone number of the creditor and the amount of the indebtedness that I acknowledge owing and further authorize PCQHRA/Sale Management to pay directly to said creditor an amount equal to said acknowledged indebtedness. If I dispute any claim of a creditor I will so notify PCQHRA/Sale Management and the creditor in writing of the basis of my dispute.

**2.** PCQHRA/Sale Management and LAESC are hereby appointed as agents in the sale of the named horse(s) with authority to transfer title, to retain the net proceeds for my account and take any action permitted by law to collect and receive for my account the proceeds of sale for each horse entered by me. Undersigned certifies that he is authorized to make this appointment and to give this authorization and agrees to defend, indemnify and hold harmless PCQHRA/Sale Management, LAESC, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course, Auctioneer, and their employees and agents, and each of them from any and all liability, cost and expense, including reasonable attorneys' fees, that arise out of or relate to this sale. Notwithstanding this appointment to sell and this authority to transfer title, all rights, title, interest and possession in the horse(s) above named remains in the undersigned or his principal until consummation of sale.

PCQHRA and/or LAESC reserves at its sole option the right to cancel, postpone, end the sale early or preclude one or more horses from participating in the sale, at anytime, for any reason or no reason at all, with or without notice. In the event PCQHRA/Sale Management and/or LAESC cancels, postpones, ends the sale early or precludes my horse(s) from participation, PCQHRA/Sale Management and LAESC shall have no liability of any kind or character provided however, PCQHRA/Sale Management and/or LAESC shall refund to entrant the sale fee paid hereunder. In the event said sale is canceled, postponed, ends early or my horse(s) are precluded from participation neither PCQHRA/Sale Management, LAESC, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course or Auctioneer shall have any liability to entrant of any kind or character for any claims whatsoever, including without limitation, claims for nomination fees, sustaining fees or monies paid by entrant to PCQHRA/Sale Management and/or LAESC for the nomination of any horses by entrant for any race sponsored by PCQHRA/Sale Management and/or LAESC scheduled to be conducted in conjunction with this sale or scheduled to be conducted independently of this sale, but for which entry in this sale would otherwise result in eligibility for such race or races. PCQHRA/Sale Management and/or LAESC reserves the right, at its sole discretion, to transfer the location of this sale to any site situated in the state of California.

I authorize PCQHRA/Sale Management, LAESC and auctioneer to make any announcement on my behalf at the time of sale including any announcements as to any condition of any horse(s) entered including any item of its medical history that they consider appropriate for the protection of the buyer and seller. All announcements made on my behalf are made as an accommodation to me and I shall be solely responsible for their accuracy. It is my obligation to immediately notify PCQHRA/Sale Management and the auctioneer of any errors. Any announcements may be modified or refused at the sole discretion of PCQHRA/Sale Management and/or LAESC. PCQHRA/Sale Management, LAESC and Auctioneer shall have no obligation to make any announcement not submitted at least one half hour prior to the sale session the horse(s) is selling in. PCQHRA/Sale Management, LAESC and Auctioneer are not responsible for the accuracy of any information in the catalog and/or information provided and disclosed at the Sale.

**3.** Every entry must be presented in saleable and fit condition. PCQHRA/Sale Management and LAESC reserve the right to have any entry in the sale inspected with regard to any defect, injury, or unsoundness. The expense of such inspection, if any, to be borne by LAESC and/or PCQHRA/Sale Management. Any entry which in the opinion of the veterinarian is defective, injured, or unsound may be subject, at the sole discretion of PCQHRA/Sale Management and/or LAESC, to exclusion from the sale. PCQHRA/Sale Management and LAESC reserve the right to take into consideration the nature of the sale contemplated in determining the fitness of any entry to be offered for sale.

PCQHRA/Sale Management and LAESC reserve the right to reject any entry at any time for any reason. Entry fees will be refunded, less costs incurred, if entry is withdrawn prior to the close of entries on **July 1, 2010**. Entry fees and all race eligibility shall be forfeited by the owner of any entry withdrawn after the closing of entries or not presented for sale as prescribed herein unless said entry submits a veterinarian certificate detailing reason(s) why request for entry withdrawal(s) is being made. At that time PCQHRA/Sale Management and/or LAESC will review withdrawal request, and at its sole discretion, decide if such withdrawal qualifies for refund. Amount of refund, if any, shall be at the sole discretion of PCQHRA/Sale Management and/or LAESC. In no event, will monies dedicated to the Pacific Coast Quarter Horse Racing Association Breeder's Futurity & Derby purse money be refunded.

**4.** I agree that, in addition to entry fees, PCQHRA/Sale Management shall receive an amount equal to the advertised commission rate on the final recognized bid at the sale, regardless whether such horse(s) is or is not sold at such bid, and do hereby authorize PCQHRA/Sale Management to deduct this fee from my proceeds. It is understood and agreed that PCQHRA/Sale Management and/or LAESC is under no responsibility to pay me for my entry until such time as the buyer has made satisfactory payment to them and all necessary paperwork has been completed.

Should the purchaser of any horse entered by me in the sale fail to present himself to make settlement pursuant to the conditions of sale, the horse shall be returned to my possession or control unless I request PCQHRA/Sale Management and/or LAESC to assist in re-selling the horse to mitigate any damages I might sustain as a result of the purchaser's conduct. PCQHRA/Sale Management and/or LAESC may assist in re-selling the horse, in their sole discretion, and in the event they engage in any such efforts, PCQHRA/Sale Management and/or LAESC shall not be liable for any deficit resulting from any such resale. Should a purchaser, for any reason, return a horse sold by me or otherwise refuse to accept responsibility for a horse purchased from me, I agree to accept responsibility for said horse. Should I refuse to accept possession or control of said horse, the horse shall be deemed abandoned by me, and I shall thereby forfeit all rights, title, and interest of any kind whatsoever in said horse, including the right to re-sell the horse.

PCQHRA/Sale Management and/or LAESC shall not be obligated to commence legal action or arbitration to collect the sales price or resolve disputes.

I agree that PCQHRA/Sale Management and LAESC may retain possession of all AQHA registration papers and other documents for any horse(s) I repurchase, or which have been returned to me as unsold as long as there remains a deficit in my account with PCQHRA/Sale Management and/or LAESC. Upon settlement of my account PCQHRA/Sale Management and/or LAESC shall release all these documents to me.

**5.** Entries will be accepted on or before **July 1, 2010**, upon receipt of:

**A.** The original AQHA registration papers\* or evidence of application to AQHA, with proof of parentage verification

**B.** Entry blank (completed and signed by registered owner)

**C.** Transfer Report (completed and signed by registered owner / Call PCQHRA/Sale Management for Transfer Reports)

**D.** All entry and nomination fees for each yearling and mixed stock entry are due at entry on or before the early consignment deadline of **June 1, 2010** or the final consignment deadline of **July 1, 2010**.

**E.** Negative Coggins Test (dated within 6 months of sale date)/Health Certificate (Within 10 days of Sale date)

**F.** Current membership in PCQHRA (or \$25 enclosed for membership)

\* TB broodmares in foal to QH stallions may be entered with valid Jockey Club registration certificate.

In addition, consignors of yearlings must submit:

**G.** Nomination form for yearlings to **2011 PCQHRA Breeders Futurity/2012 Derby** (\$50 nomination payment is included in yearling entry fee). The consignor is the nominator and earns all applicable awards. The original purchaser of an open berth (whomever makes the first \$50 nomination payment) is the nominator and earns all applicable awards.

In addition, consignors of broodmares must submit:

**H.** An executed stallion certificate (if mare is in foal)

**I.** Evidence of pregnancy examination by a veterinarian within 14 days of sale date showing the mare to be either 1) In foal; or 2) Open and apparently free from infectious vaginal disease and in sound breeding condition based on examination. (Please note: Examination will be made by the sale veterinarian at the consignor's expense unless evidence is presented).

**J.** Embryos selling in recipient mares must be accompanied by dam's proof of AQHA Embryo Program enrollment.

It is understood that the yearling entry fee and the mixed stock entry fee includes the following to be furnished by PCQHRA/Sale Management and LAESC:  
A) A separate stall for each horse; B) The necessary initial bedding for each stall.

In order to maintain eligibility for the **2011 PCQHRA Breeder's Futurity and the 2012 PCQHRA Breeder's Derby** every yearling nominated, entered, cataloged and presented for sale must pass through the sale ring.

**All paperwork must be received in the PCQHRA office by Friday, September 10, 2010. Any entry missing paperwork at this time will be charged an additional \$100 late paperwork fee to be deducted from the sale proceeds. In the event any horse is scratched from the sale due to missing paperwork, there will be no refund to the consignor.**

Entries will be provided stalls at the Sale Premises. All entries must be presented in good condition and fit for inspection no later than **8 a.m., Thursday, September 30, 2010**, two days before the sale.

I hereby covenant, agree, and irrevocably promise that this entry will be reserved for this sale. Except as provided in paragraph 3 above, in the event any horse(s) is not offered at the sale, I agree to pay, on demand, in addition to the Entry Fee, an administrative fee of \$350 as well as the sum equal to 8% of (i) the amount of the sale price, if such horse(s) has been sold; or (ii) the fair market value of such horse(s) as of the sale date if such horse(s) has not been sold or the sale price cannot be reasonably determined. I FURTHER AGREE IN THE EVENT OF A BREACH OF THIS PARAGRAPH, ACTUAL DAMAGES MAY BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. AS SUCH, I AGREE THE DAMAGES SET FORTH IN THIS PARAGRAPH ARE REASONABLE UNDER THE CIRCUMSTANCES THAT EXIST AT THE TIME THIS AGREEMENT IS ENTERED INTO.

#### OTHER CONDITIONS

6. PCQHRA and LAESC reserve the right to advise any prospective bidder of the name of the owner of record of each horse offered for sale and to publish the name of consignors, owners, agents, and purchasers.

7. When all entries are received, sale position shall be established in alphabetical order. All entries shall be sold in the order cataloged. All horses shall be cataloged by the first dam's name and the starting order will be determined by random draw. In the event of multiple embryos, consignor may be allowed to move such embryos forward or back in the selling order a reasonable number of positions as determined in the sole discretion of PCQHRA and LAESC. PCQHRA/ Sale Management and LAESC reserve the right to conduct separate yearling and mixed stock sessions.

8. Permission is hereby given for any prospective purchaser to have their own accredited veterinarian perform an inspection on this entry. Additionally, permission is hereby granted to the official veterinarian appointed by the California Horse Racing Board to administer a blood test to this entry. A standard sample of entries will be blood tested by the official California Horse Racing Board veterinarian at the expense of the sale management.

9. This auction is conducted under the authority of the California Horse Racing Board (CHRB) and I agree to comply with all applicable rules and regulations prescribed by them. Any dispute, claim or controversy shall be determined according to the laws of the State of California, including, but not limited to the commercial code, in force at the time of sale.

10. I represent and warrant to the Purchaser, PCQHRA/Sale Management and LAESC the following (A) Title to the horse(s) entered are free from all adverse claims to ownership, use or possession, (B) The horse(s) is sound generally and sound of eyes and sound of wind, (C) The horse(s) is not a "Cribber", (D) The horse(s) has not been "nerved", is not a "bleeder", and is not at the time of sale on any "starters, stewards, or track veterinarian's list", (E) The sex, including the condition as a gelding or ridgling of the horse(s), is as described in the sale catalog, (F) That the horse(s) has been parentage verified in accordance with AQHA's rules and regulations; (G) The information provided regarding embryo transfers and/or multiple embryos (foals of the same year) from the dam of the horse for sale, is as described in the sale catalog. In the event the horse(s) have any blemishes, unsoundness, defects or irregularities of any kind, especially, but not limited to, defects of the "eye", "cribbers", "bleeders", "twins" and "multiple embryos" or "embryo transfers", they will be reported to PCQHRA/ Sale Management. Auctioneer is hereby authorized to announce any such findings before the sale. Failure to comply with this provision may, at the sole discretion of PCQHRA/Sale Management and/or LAESC, result in the entry being returned to the consignor with a refund to the consignor of the purchase price and reasonable expenses incurred by the purchaser from the time of the sale until return to the consignor. Purchaser's recourse for any and all expense reimbursements or other claims or damages hereunder shall be solely against consignor.

11. I agree to notify the official state veterinarian and PCQHRA/Sale Management, in such manner as the PCQHRA/Sale Management might request, of the administration of any substance (recognized as topical, oral or injectable medication or drug) administered within 72 hours of the time this entry is offered for sale by myself or any person having care custody or control over this entry. The accuracy of this report is the sole responsibility of the consignor. The report of medication administered shall be available upon request to prospective buyers.

#### 12. PAYMENT TO CONSIGNORS

A. Payment to our consignors will begin no later than the 21st banking day or the 30th calendar day after the sale.

B. Registration certificates will not be transferred until the buyer's check has cleared the bank. Papers with funds cleared will be processed within 45 working days following the sale.

13. I agree to provide such information as PCQHRA/Sale Management and/or LAESC might request with respect to the ownership, description, pedigree, produce, performance, health and conformation of each horse(s). I understand that PCQHRA/Sale Management will provide me with a copy of the sale catalog prior to the sale date setting forth my representations and warranties with respect to each horse(s) and I agree to review such catalog and promptly notify PCQHRA/Sale Management of any corrections thereto.

14. I agree to care for each horse(s) while stabled on the sale premises. On my failure to care for any horse(s), I agree that PCQHRA/Sale Management and/or LAESC may, at their option, undertake such care, and I agree to reimburse PCQHRA/Sale Management and/or LAESC for all expenses of stabling, feed, veterinary care, transportation and maintenance of any horse(s). I agree that PCQHRA/Sale Management, LAESC, Los Alamitos Quarter Horse Racing Association, Los Alamitos Race Course, or any employees of such will not incur any liability whatsoever for the loss, damage, injury, death or illness of any horse(s).

15. I agree to defend, indemnify and hold PCQHRA/Sale Management and LAESC harmless from all claims, expenses and costs (including, without limitation, reasonable attorney's fees and costs) arising out of or relating to (A) Any question of title to or my authority to sell any horse(s) (B) Any lien, attachment or claim asserted against any horse(s) or proceeds of the sale; (C) Any claimed default in my representations or warranties with respect to any horse(s); (D) Loss or damage to property and injury or death of persons or horse(s) caused directly or indirectly by me, my agents or employees, the purchaser or any horse(s); (E) My entry or sale of any horse(s); (F) Any claimed loss or damages relating to blood typing or parentage verification of any horse(s) as may be required by AQHA or the Jockey Club individually, without limitation, any failure or inability to perform such parentage verification; and/or (G) My default in performance hereunder. I agree to pay LAESC and/or PCQHRA/Sale Management, on demand, the full amount of any loss which LAESC and/or PCQHRA/Sale Management may incur in settlement of any claim or demand on account thereof.

16. I understand that the terms of the "Conditions of Sale" and "Conditions of Entry" and settlement procedures published in the sale catalog will govern the sale of each horse(s) and I hereby approve the same and agree to be bound thereby.

17. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, any successors in ownership of each horse(s), and will inure to the benefit of your successors and assigns. If this agreement is executed by consignor's agent, such agent will be individually liable, jointly and severally with the principal consignor, for the performance of this agreement. This agreement can not be amended except in writing executed by all parties. In the event any provision herein is declared invalid or unenforceable, such a determination shall not affect the remaining provisions herein. This agreement shall not be construed in favor of or against any party hereto but shall be construed as if all parties hereto participated in its drafting.

**Please make checks payable to Los Alamitos Equine Sale Company LLC**

THE UNDERSIGNED, DO HEREBY CERTIFY THAT I HAVE READ AND AM FAMILIAR WITH THE "CONDITIONS OF SALE" AND THE "CONDITIONS OF ENTRY" AS PRESENTED ON THE BACK OF THIS CONTRACT AND IN THE SALE CATALOG AND AGREE TO ABIDE BY ALL THE SAME.

 Sign Here

(See Conditions of Sale and Conditions of Entry on back and in the Sale Catalog)

(Signature of Consignor)