### The Ribeye Auction

### Horse Sale Consignment Form

Catalog Entries Close February 15<sup>th</sup>, 2020

Sale Date: Saturday March 21<sup>st</sup>, 2020 Horse Preview from 10:00-12:00 AM, Sale Starts @ 2:00 PM

# **Consignor Information** Full Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_ **Horse Consignment Information** Horses Name: Breed/Reg. #: Horse Age: \_\_\_\_\_ Horse Color: \_\_\_\_\_ Horse Sex: \_\_\_\_\_ **Information for Bred Mares** Mare Last Breeding Date: \_\_\_\_\_ Mare Bred to: Description of Horse:

#### **Consignment Contract**

- KBC acts as an agent only and is not responsible for buyer/seller error or misunderstanding.
   Consignor/seller agrees to 24-hour soundness guarantee on all catalog horses. If guaranteed horses are suspected of lameness within the 24-hour time frame, a KBC agent and a designated veterinarian from Lewiston Vet Clinic will examine horse and make the final judgment. If the horse is deemed lame sale will be terminated and consignor will be responsible for taking the horse back, consignor forfeits their fees, and buyer will not be charged. KBC will care for the horse for up to 48 hours, giving time for the consignor to pick up the horse.
- All other guarantees are strictly between the buyer and seller. Parties will hold harmless KBC and auctioneer for any legal action that may arise from the sale.
- All leg wrapping or any other wrapping must be removed prior to entering the sale ring. Consignor
  certifies that their horse is sound and healthy, unless otherwise noted on the consignment form. Horses
  which are unsound in eyes, wind, are "windsuckers" or "cribbers," or are known of lameness must be so
  announced or will be subject to the 24-hour guarantee.
- KBC and their employees will not be responsible for any injury to or loss of any animal or accidents thereby or any injury or loss of life to any participants or spectators during the sale event.
- Horses will be sold as registered only if the original papers and signed transfers are furnished to KBC before the sale. Copies of both papers and transfers may be mailed in at the time of consignment. If the consignor wants to sell the horse as registered they must supply the original papers at check in or the horse will be considered grade and sold as such.
- The commission will be 8% of the selling price, or the minimum, whichever is greater, of \$100. Consignor has the privilege to no sale or pass out their horse. It is the seller's responsibility to notify the auctioneer of the no sale before leaving the sale ring. If the horse is passed out, \$100 of the consignment fee will be held to cover costs as a no sale fee. The catalog fee is non-refundable.
- Consignor is responsible for declaring HYPP status of Impressive bred horses. All mares that will be sold
  as bred must have a Vet Certificate issued within ten days of the sale stating that the mare has been
  checked and is with foal, otherwise the mare will be sold as open. A signed breeders report must be
  included with the mare's registration papers and signed transfer, otherwise the foal will be considered to
  be grade.
- All consignments must go through the sale ring. It is the seller's responsibility to get their horse to and from the sale ring at its designated time to sell. Consignor agrees to not privately sell or withdraw consigned horse to sale unless injured or sick with vet release. A \$200 never offered fee will be charged to the consignor if no vet release is provided. Ally trading will be permitted after the conclusion of the sale only. All transactions must be run through KBC horse sale office. This is a contract; you are consigning your horse to sell at the horse sale.
- All horses must be in compliance with State of Idaho transportation regulations.
- KBC reserves the final and absolute right to interpret these rules and regulations and arbitrarily settle and determine all matters, questions, or differences in regard to the sale. All consignors will be held to the terms and conditions of this contract whether or not you have read them.
- The law of the state of Idaho shall govern the interpretation of any and all disputes or other matters relating to the sale. The consignor agrees to pay any and all reasonable attorneys fees and costs incurred by KBC or its employees in the commencement or defense of any actions. Venue and jurisdiction of any and all disputes which may arise by virtue of the auction sale shall be in the court of Nez Perce County Idaho.
- Sale proceeds will be mailed on Wednesday March 25<sup>th</sup>, 2020.

Consignor Signature:	Date:
ify all the information on this form has been filled out correctly and without error and I agree to the terms conditions of the consignor contract.  Signor Signature:  Date:	

## Send Consignment Entry Form and all other necessary documents to the following: Mail to KBC Ribeye Auction @ P.O. Box 659 Lewiston Idaho 83501 Email to <a href="mailto:info@kimerleyblackcattle.com">info@kimerleyblackcattle.com</a>

MAKE CHECKS PAYABLE TO: Kimberley Black Cattle Company

For more information please call:
Consignments: RaeDawn Robinson 208-413-4231
Luke Blewett 208-874-2080
Tucker Cool 509-679-1243

#### **Important Information**

- \*\* All consignments MUST include the following\*\*
- 1. Completed Consignment Entry Form (page 1)
- 2. Signed Consignment Contract Form (page 2)
- 3. \$200 Consignment Fee, \$100 will be reimbursed after the animal sells (Check must be received by entry due date, February 15<sup>th</sup>, 2020)
- 4. Picture of Horse
- 5. Original Registration Papers on all Registered Horses with signed transfer (copy may be mailed in with consignment forms)
- 6. Current Coggins and Health Inspections (ALL horses, in and out of state)
- 7. Current Brand Inspection (out of state horses)
- 8. Optional Video (ring side televisions are available to play videos while your horse sells)

#### AN OPEN CONSIGNMENT SESSION WILL ALSO BE OFFERED THE DAY OF THE SALE.

- All open consignment horses will still be subject to State of Idaho brand and health laws, as previously stated in consignment contract

CHECK IN TIME WILL BE SATURDAY MARCH 20<sup>TH</sup> FROM 8:00- 10:00 AM All paperwork, including health and brands MUST be turned in by 10:00 to sell your horse.

HORSES WILL BE SOLD IN RANDOM CATOLOG ORDER
A NUMBER PAINT BRAND WILL BE GIVEN FOLLOWING CHECK IN

ENTRIES WILL BE PROVIDED STALLS AND BEDDING BY KBC BRING YOUR OWN FEED AND WATERING BUCKETS