

Tactical Equine Online Sales Consignment Contract
Required Disclosure Form for ALL CONSIGNMENTS
TACTICAL EQUINE ONLINE SALES, LLC
Complete for ALL CONSIGNMENTS and return with the consignment forms

| |
|---------------------|
| For Office Use Only |
| Lot # _____ |

Registered Name of Horse: _____
Reserve Price: _____
Year Foaled: _____
Breed Association (s): _____
Color: _____
Sire: _____
Dam: _____
Registration #: _____
Height at Withers: _____
Color Test Results: _____
Genetic Test Results: _____
Nominations: _____
Eligible Incentives: _____
Location of Horse: _____
Breeder: _____

Agent: _____ Owner: _____
Consigner Name: _____
Consigner Phone Number: _____
Consignor Email: _____
Complete Address: _____
Complete CURRENT OWNER section ONLY if CURRENT OWNER is a different from Consignor
Current Owner: _____
Current Owner Phone Number: _____
Current Owner Email: _____
Current Owner Address: _____

Checks are made payable to and mailed to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise

HORSE INFORMATION

Is this consignment or has this consignment ever been:

| | | | | | |
|--------------|-----|----|----------------|-----|----|
| Cribber | Yes | No | Eyes Normal | Yes | No |
| Weaver | Yes | No | Wind Normal | Yes | No |
| Nerved | Yes | No | Hearing Normal | Yes | No |
| Foundered | Yes | No | Altered Tail | Yes | No |
| Parrot Mouth | Yes | No | | | |

Stallions or Stallion Prospects Only: Is this consignment a Cryptorchid? Yes No

A Cryptorchid is a male horse in which both testicles HAVE NOT DESCENDED into the scrotum

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Has the horse undergone any major surgical procedure including resection of an abdominal organ? If yes, explain. Yes No

Has the horse been diagnosed or treated for EPM or other serious illness at any time? If yes, explain. Yes No

Has the horse been lame for a period of more than 2 weeks at any time while in your possession? If yes, explain. Yes No

Does this horse have other defects, abnormalities, or blemishes? If yes, explain. Yes No

Describe and Rate your horse accurately and objectively. You must stand behind your representations.

Disposition Rate Scale from 1 – 10 1= Best 10 Worst

General Disposition: _____

Stall Manners: _____

Manners for Farrier: _____

Loading and Trailering: _____

Manners for Clipping: _____

Gets along with other horses: _____

Professional Training? Yes No How Long? _____ (Years or Months)

Ratings are for APPROVAL PROCESS and will not appear in published catalog

ADDITIONAL NOTES:

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Owners Statement as you want it to appear in the catalog. Indicate if this horse has any show record AQHA, APHA, NSBA, NRHA, NRCHA, NCHA, or any other State Association awards. May include level of training, size, appearance, potential, disposition, etc. Use next page or attach additional owner's statement to this form if necessary.

Is this horse being advertised for sale in any publications, or anywhere on the Internet including Facebook, other social media channels, or other websites? Yes No

SIGNIFICANT PENALTIES apply if consignments are sold after acceptance and prior to the auction.

Signed veterinary statement needs to be received by the office no later than 10 days prior to the sale.

All Original Registration certificates, signed transfers, breeders certificates, or stallion service agreements, and other pertinent paperwork that goes with the horse **must be mailed to Tactical Equine Online Sales, LLC within 10 days of consignment.** Failure to mail original documents will result in forfeiture of consignment fees and your horse will not be listed in the online sale.

Current radiographs taken within 6 months of the start date of the sale are **highly suggested but not required.** We suggest standard views of left and right stifles, left and right hocks, and standard views of both front

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naviculars. Please email your radiographs to the office at heidi@tacticalequinesales.com with your horse's name and your name on the subject line of the email.

I have read and agree to the conditions of this Consignment Contract.

SIGNED: _____ DATED _____

(Circle: AmEx, MasterCard, Visa)

Credit Card #: _____

Cvv Code: _____

Exp Date: _____

Name on Card: _____

Signature: _____

ALL ENTRIES SUBJECT TO APPROVAL

Signature: _____ Date: _____

Tactical Equine Online Sales, LLC
853 Pine Grove Rd.
Fredericksburg, Pa 17026
Phone: (972)-750-8278
Email: heidi@tacticalequinesales.com

Email Photos and consignment forms to:
heidi@tacticalequinesales@gmail.com
or
Jamie: tacticalequinesales@gmail.com

Tactical Equine Online Sales Consignment Contract

Please read, sign at the bottom of the Consignment Contract and retain a copy of the Consignment Contract for your records.

1. Tactical Equine Online Sales, LLC, (hereinafter referred to as Tactical Equine, LLC) is providing management services for online consignment auctions.
2. I, the undersigned, do hereby agree to the terms and conditions set forth below, and do further swear that all the information furnished regarding this consignment is true and correct to the best of my knowledge, and I do hereby further agree, and covenant, and specifically warrant, unto Tactical Equine, LLC, and also unto any subsequent purchasers that I do have absolute and complete title to the consignment listed on the consignment form portion of this contract. I further warrant that any signature or information given on any document pertaining to this consignment is proper and correct.
3. I do hereby release and indemnify Tactical Equine, LLC, Sale Managers, Auctioneers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, law suits, or legal proceedings arising from the sale of this consignment.
4. I agree to pay Tactical Equine, LLC a **consignment fee of \$205.00** for each horse accepted for the sale for the base consignment package OR a **consignment fee of \$305.00** for the premium consignment package, due at time of consignment. Late entry consignment is \$405.00. Further I agree to pay Tactical Equine, LLC a sale **commission of 8%** (eight percent) **of the final bid or selling price** for any horse sold through the online auction or as a result of the auction. **If a horse is not sold as a result of the auction, there is a \$60 pass out fee.** This fee covers the handling of your paperwork, mailing fees, and the closing of your lot(s). I agree that Tactical Equine, LLC shall deduct and retain the sale commission, from my account before distributing proceeds to me. In the event there is a deficit in my account, I agree to pay Tactical Equine, LLC the balance due immediately. Interest of 1.5 % per month will be charged on the unpaid balance.
5. NO SALES (Pass Out)-I agree that in the event my horse does not meet the reserve price I have set with Tactical Equine, LLC, I accept the horse is a PASS OUT and will be charged the \$60 pass out fee and my horse will be a NO SALE. Once a buyer signs the Acknowledgement of Purchase a contract is made to sell the horse. There shall be a minimum upset price (starting bid) of \$1,000 on any horse offered. If an opening bid of the upset price is not received the horse shall leave the auction as unsold and the pass out fee will be charged.
6. The Full Consignment Fee is non-refundable and is considered to be earned once the horse has been accepted for the sale. This consignment contract is not assignable. **I agree that I will not withdraw any horse consigned, unless the withdrawal is accompanied by a veterinarian's certificate acceptable to Tactical Equine, LLC, in which case withdrawal shall be permitted at no additional charge, other than forfeiture of the Full Consignment Fee.** The veterinarian's statement should be specific as to the nature of the horse's problem.
7. In the event that a consignment is withdrawn from the sale for any reason that is not in accordance with condition 6, I agree to pay Tactical Equine, LLC liquidated damages in addition to the Full Consignment Fee. Liquidated damages shall be the greater of \$1,500.00 or \$750 plus 9% of either (a) the actual selling price of the consignment as verified with the buyer, or (b) in the event actual selling price is not provided to Tactical Equine, LLC within 10 days of the withdrawal,

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the value of the consignment as determined by Tactical Equine, LLC. All Liquidated damages shall be in addition to the consignment fee. **I agree that I will NOT sell this horse before it runs through the online auction.**

8. All ORIGINAL registration certificates, transfers, transfer fees, stallion service certificates, and/ or consignment fees must accompany this consignment form and all must be signed by the owner or legal agent thereof. Registration must be complete on all horses sold as registered. I warrant that any registration certificates, registration applications for foals at mare's side, transfers or breeding reports are correct and free of any question or action by the applicable breed registry. I agree that Tactical Equine, LLC may withhold any monies due me until all registration certificates, transfers, breeder's certificates, Coggins report, health certificates and other required documents are delivered to Tactical Equine, LLC. **All back transfer fees will be paid by the Seller.** All transfers will be filled out in their entirety according to the rules and regulations of AQHA and APHA, and other respective associations' rules. **Please mail ORIGINAL registration certificates, signed transfers, breeder's certificates, and other pertinent documentation to Tactical Equine Online Sales, LLC within 10 days of consignment. If paperwork is not received in the office within 10 days of consignment your horse will not be entered in the sale and consignment fees paid will be forfeited.**

Mailing Address:

Tactical Equine Online Sales, LLC

853 Pine Grove Road

Fredericksburg, PA 17026.

You may choose to pay your consignment fees online via credit card or Paypal. A 3.75% processing fee will be charged for online payment to cover card processing fees. Personal checks will not be accepted for consignment fees.

9. In the event a purchaser fails to sign the Sale Agreement or pay for and receive a horse struck down to them, Tactical Equine, LLC shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid, put the horse up for sale a second time, or give the seller the option to reenlist in the next Tactical Equine Online Sales, LLC Auction. Tactical Equine, LLC shall not be held liable for any deficit in the resale price. In the case where a horse is not paid for in full, or should conditions make immediate resale impossible or impractical, the Seller agrees to receive the horse back as unsold without attaching any liability to Tactical Equine, LLC.

10. TACTICAL EQUINE, LLC AGREES TO MAIL CHECKS OR WIRE TRANSFER FUNDS TO CURRENT OWNERS FOR THEIR CONSIGNMENTS NOT EARLIER THAN SIX (6) DAYS NOR LATER THAN TWELVE (12) BANKING DAYS FROM THE DATE OF THE SALE providing all necessary and required documents are in order and the purchaser has not stopped payment on their check or otherwise failed to pay for the horse for any other reason or in the event of a dispute or claim by the buyer as stated in Condition 11. I agree that if the sale of any horse is not consummated by reason of default of the buyer or otherwise, Tactical Equine, LLC shall not be liable for the payment or collection of the purchase price or for the return of the consigned horse. The sole obligation of Tactical Equine, LLC shall be to assist me in the collection of the purchase price of the horse, recovery of the horse or re-sale of the horse through the sale or by private sale. I understand that Tactical Equine, LLC does not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any animal.

11. I agree that Tactical Equine, LLC shall not be required to remit to me the net proceeds of the sale of any horse which is the subject of a dispute or claim by the buyer, for a serious soundness issue or defect, which may have existed prior to the sale, misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the

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sale have been received by Tactical Equine, LLC. The responsibility to resolve such a claim lies between the Seller and the Buyer.

12. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, Tactical Equine, LLC may retain the sale fees and costs and may escrow or interplead into Court the balance of any proceeds of sale in its possession, as well as any titles or papers, pending a resolution of the dispute. Any and all legal fees and costs incurred by Tactical Equine, LLC may be deducted from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand. **In the event this horse is rejected or returned by the buyer, I agree to pay Tactical Equine, LLC the commission of 8% (eight percent) in addition to the consignment fee.**

13. **I agree that I am responsible for the correct representation of this horse in the owner's statement in the catalog, additional announcements online, in the catalog, and in conversation with potential or eventual buyers.**

Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, height, etc. I agree that I have a continuing duty to respond to the buyer, after the sale, in the event of a dispute over my representation of this horse until any dispute is resolved. I understand that I may be subject to Condition 11 if the buyer makes a dispute or claim as stated in that Condition.

14. **I agree to notify Tactical Equine, LLC, in writing, of any irregularities, blemishes, unsoundness or defects of any kind, including altered tails, prior to the sale** and hereby authorize Tactical Equine, LLC, and the Auctioneer to print in the catalog or announce such irregularities, blemishes, unsoundness or defects before the horse is sold. A veterinarian's statement explaining the defect should accompany notification to Tactical Equine, LLC. **The following conditions MUST BE DISCLOSED** in the sale catalog: **cribbers, weavers, horses unsound of eyes or wind, cryptorchid, monorchid, ridgling, parrot mouth or monkey mouth condition, has an altered tail, has had major surgery or a serious illness, and horses that have been foundered prior to this sale, nerved or have a lameness due to navicular disorder, has received joint injections for lameness or maintenance, osteoarthritis of a joint or other bone abnormality, or a neurological disorder, including but not limited to, EPM.** A horse sold with one or more of these conditions, that was not disclosed at the time of sale, can be rejected by the Buyer and returned at the Seller's expense, provided that Tactical Equine, LLC has been notified by a written statement from a qualified veterinarian, that identifies the condition, within three (3) days of the date of the sale. I further agree that said horse is not suffering from any contagious or infectious diseases and has not been given drugs to alter soundness or temperament. I agree that I must disclose if any drug or medication is being administered to this horse for the maintenance of any condition.

15. **As to a horse descended from the stallion IMPRESSIVE, AQHA Registration No. 0767246,**

(a.) A horse which has been tested for HYPP (Hyperkalemic Periodic Paralysis) at an approved lab, or HYPP status has been noted on the AQHA registration certificate, the results of such test or status, either positive or negative, shall be conspicuously noted in the sale catalog, along with other information concerning this particular horse. A copy of the test report **MUST** accompany this consignment form. **(b.)** A horse which has not been tested, the designation "Not tested for HYPP" (Hyperkalemic Periodic Paralysis) shall be conspicuously noted in the sale catalog, along with other information concerning this particular horse. **(c.)** A horse which the Seller has reported test results and does not provide a copy of the test results or designation on the registration certificate, the designation "No Verification Furnished" (Hyperkalemic Periodic Paralysis) shall be conspicuously noted in the sale catalog, along with other information concerning this particular horse. **THESE DESIGNATIONS WILL ONLY APPLY TO HORSES DESCENDED FROM THE STALLION IMPRESSIVE.**

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16. Tactical Equine, LLC encourages all sellers to have their horses genetic tested for the appropriate 5 or 6 panel tests with results published in the catalog. If consignor's horse has tested positive for one of the dominant diseases (HYPP, PSSM 1, MH, or IMM) the results must be listed in the catalog.

17. **All broodmares must be accompanied by a certificate of a veterinarian's examination within ten (10) days prior to the date of the sale for pregnancy status or breeding condition.** If a mare is known to be carrying twins, it must be disclosed. For mares selling with a live foal guarantee or return privileges, the seller must furnish the Sales Management with written acknowledgment of this agreement signed by the stallion owner (or authorized agent) that such privileges will be honored. **If the breeder's certificate is withheld by the stallion owner until the foal is born, Seller must furnish a letter, signed by the stallion owner (or authorized agent),** that such certificate is free of any additional cost and indicate how the mare owner should obtain the certificate. **This letter MUST include:** Stallion Owner's Name, Complete Address and Contact information; Name of Stallion with Registration # and Name of Dam with Registration #; and Breeding Dates.

18. I agree to provide current radiographs taken within 60 days of the start of the sale on all horses consigned that are 2 years old and older. **Exception:** Mares intended as broodmares only and that are broodmare sound only. Radiographs should include standard views of right and left stifles, right and left hocks, and right and left front hooves. Radiographs should be emailed to the office at heidi@tacticalequinesales.com

19. I agree to provide a signed veterinary statement by a licensed veterinarian describing the overall health and soundness of the horse for its intended purpose. Veterinary statements need to be completed and in the office within 10 days of the start of the sale. **For broodmares:** If the horse is a broodmare, veterinary statement must reflect current bred or open status, and overall reproductive health of the mare. All issues and/or special requirements with reproductive ability must be disclosed. Stallions advertised as breeding prospects or current stallions standing must have both testicles descended.

20. I understand and agree that Tactical Equine, LLC does not assume any liability for injury or unforeseen illness to any horse listed and consigned to it for sale. I further agree to indemnify and hold harmless Tactical Equine, LLC from any and all costs incurred therein.

21. **A NEW halter must accompany each horse sold.** The new halter must ship with the horse for the buyer.

22. I agree that Tactical Equine, LLC reserve the right (1) to reject any consignment, (2) determine the order of sale (3) refuse the right to sell any horse found to be in unsatisfactory condition or unsound (consignment fee will be forfeited) (4) to edit, correct, or add to the footnotes that I have furnished regarding this consignment and (5) to change the time, place or date of this sale should any unforeseen circumstances necessitate such a change.

23. **EACH HORSE MUST HAVE AN ORIGINAL (official laboratory certificate) NEGATIVE COGGINS REPORT DATED WITHIN 12 MONTHS OF THE SALE DATE.** A copy of the coggins should be mailed to the office along with all original registration certificates and other documentation. Please keep your original coggins at home since the horse will be transported directly from your property. These reports must be in the Sale Manager's possession prior to the sale. All Original (official laboratory certificate) Negative Coggins must have all markings correctly described and drawn on the certificate, with the registered name of the horse, for International Shipment of Horses.

24. The Conditions of Sale as listed at <https://bid.tacticalequinesales.com> are hereby incorporated by reference and made a part hereof as though set forth herein.

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25. Tactical Equine, LLC, or any of their employees or representatives shall not be held responsible for any accident that may occur to horses, or equipment, or for loss by fire, theft, or injury, or for injury or death to any human or horse in any way or manner.

26. The laws of the State of Pennsylvania will govern this contract.

I have read the above conditions and accept them. Furthermore, I agree to abide by all other established conditions of sale under which Tactical Equine, LLC conducts its business.

Signature

Printed Name

Date