



WINNEMUCCA RANCH, ROPE & PERFORMANCE HORSE SALE

Sale 6:00 p.m. Saturday, March 6, 2010 - Entries Due January 15, 2010

CONSIGNMENT ENTRY FORM

(Fill out a separate form for each animal)

HORSE'S NAME TO APPEAR IN CATALOG: _____

Owner's Name: _____ SSN or TIN _____

(Proceeds check will be made out to this name.)

Owner's Address _____

City, State, Zip: _____

Owner's Day Phone #: _____ Evening: _____ Cell: _____

E-mail Address: _____

Agent for Owner: _____

(If filled in all correspondence in regards to the sale, except sale proceeds, will be sent to this person)

Agent's Address: _____

City, State, Zip: _____

Agent's Day Phone #: _____ Evening: _____ Cell: _____

E-mail Address: _____

REGISTERED NAME OF HORSE: _____

Breed: _____

Foaling Date: _____ Color: _____ Sex: _____ Reg. #: _____

Sire Name & Reg. #: _____

Dam Name & Reg. #: _____

2nd Dam's Name *(dam of entry's dam)*: _____

Please indicate if you plan to use a cow during the sale: Cow work (One cow during the sale)

Stall Preference: Concrete Block Barn Covered Pen (Sale animals will be stalled in Barns #1 and #5)

CONSIGNOR MUST FURNISH ELIGIBILITY ENGAGEMENTS *(be specific NRCHA Stakes, etc.)*

CATALOG STATEMENT LIMITED TO 75 WORDS. Statement will be printed in the catalog as written. If statement is more than the 75 words, our staff will make adjustments. Please write or type clearly and legibly.

CONSIGNOR WILL BE LIABLE FOR ALL STATEMENTS. THE SALE COMMITTEE WILL NOT BE HELD LIABLE FOR ANY STATEMENTS MADE BY CONSIGNOR.

Complete pages 1 & 2 and return with payment to
Ranch Hand Rodeo 50 W. Winnemucca Blvd., Winnemucca, NV 89445
(775) 623-5071 ext 101 email: michelle@winnemucca.com Website: www.RanchRodeoNV.com

WINNEMUCCA RANCH, ROPE & PERFORMANCE HORSE SALE
Sale – 6:00 p.m. Saturday, March 6, 2010 - Entries Due January 15, 2010

CONSIGNMENT AGREEMENT

The Consignor agrees with Humboldt County Ag. District #3 (“Sale Manager”) to consign the animal(s) identified on this consignment form for sale and inclusion in the sale catalog subject to the following terms and conditions.

1. Consignor warrants title to each animal and agrees to defend title against all claims. Consignor appoints Sale Manager as my agent in the sale at public auction of the named animal(s), with full authority to transfer title and to receive the proceeds of such sale for my account. Consignor agrees that title to, interest in and possession of the animal(s) shall remain with Consignor until title passes to the buyer at the time of sale.
2. Consignor agrees that Sale Manager shall deduct from my account and retain a sales commission of eight percent (8%) of the final selling price of my consignment. Consignor agrees to pay the 8% commission on all animals sold outside of the ring on March 6, 2010. Consignor agrees to pay a \$200 fee for each animal pulled from the sale (no show) after February 1, 2010 or in the event of a buy back or no sale.
3. Consignor agrees that Sale Management shall have the power and discretion: (a) to reject an entry at any time; (b) to determine the order of sale of all entries; (c) to assign or change stabling facilities as Sale Manager deems necessary; and, (d) to make any special announcements at time of sale concerning any entered animal.
4. Consignor agrees to deliver to Sale Manager upon entering a signed original of this Consignment Agreement and the Consignment Entry Form, the required entry fee, video, the original certificate of registration and signed registration transfer form for the consigned animal(s). Consignor agrees to deliver to Sale Manager at check-in the current health certificate, brand inspection and a negative Coggins test (results within 6 months of sale) for the consigned animal(s).
5. Payment of net proceeds will be made to Consignor when the Buyer’s check clears the bank pursuant to normal banking procedures, usually fourteen (14) business days. Sale Manager, without duty or investigation, may accept personal checks from any bidder in payment for consignments and upon receipt of such checks may release the animal(s) to the Buyer. Consignor agrees Sale Manager does not guarantee payment of checks and has no legal obligation to collect on checks other than presenting checks for payment and retention of registration papers pending payment; however, should any dispute or non-payment occur, Sale Manager will work with Consignor to resolve the matter.
6. Consignor agrees to abide by all established customs and practices of sales conducted by Sale Manager and Auctioneer.
7. The entry fee is \$225 per animal and is non-refundable. Entry fee includes one (1) stall and one (1) bag of shavings per entry, plus preview cattle fee. Check must be made payable to Ranch Hand Rodeo. There will be a \$25 charge for any NSF check returned.
8. Any and all guarantees made by the Consignor from the auction block are made solely between the Consignor and the Buyer. Sale Manager and Auctioneer are not responsible for Buyer or Consignor misunderstanding. If a dispute arises between a Buyer and Consignor, an examination from Sale Manager veterinarian may be used to help settle the dispute; however, questions of “limited warranty” or “guarantees made by the Consignor from the auction block” shall be settled strictly between the Buyer and Consignor. All disputes must be settled no later than four (4) days from the date of sale after which time the sale will be considered final.
9. Consignor agrees to indemnify, release and hold harmless Humboldt County, Humboldt County Board of Commissioners, Humboldt County Ag. District #3, Winnemucca Convention & Visitors Authority, Winnemucca Ranch Hand Rodeo, Winnemucca Ranch Hand Rodeo Committee and Auctioneer, their officers, employees, agents, servants, representatives, assigns and any other natural person associated with such entities or persons, from any and all debts, damages, costs, expenses (including attorneys fees), losses, claims, demands, liabilities, obligations, actions, causes of action and rights, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, which the Consignor may have against the above named entities in connection with Consignor’s participation in or because of, arising out of or in connection with the sale, or for any reason whatsoever, including any question of title to any of the animal(s) or resulting from any liens, attachments or claims against the net proceeds from the sale thereof and from any damage to Consignor in the event that unusual or unforeseen circumstances result in the change of location, change in time or date, cancellation or similar modification of the sale. This release is intended to, and does, constitute a general release and waiver of any Nevada law which may restrict a general release and waiver as to any type of claim, and shall be binding upon Consignor, Consignor’s heirs, legal representatives, agents, associates, servants, assigns and all other parties whomsoever and that its coverage extends fully and forever to the entities and persons as defined above. This release and waiver contains the entire understanding and agreement between the parties named herein. The terms of this release and waiver are intended to be contractual and not a mere recital.

In making and executing this Consignment Agreement, it is understood that Consignor has carefully read this Agreement and attachments in their entirety, or they were read to Consignor in their entirety, and the contents are fully known and understood by Consignor.

Signature: _____ Date: _____

Complete pages 1 & 2 and return with payment to
Ranch Hand Rodeo 50 W. Winnemucca Blvd., Winnemucca, NV 89445
(775) 623-5071 ext 101 email: michelle@winnemucca.com Website: www.RanchRodeoNV.com



WINNEMUCCA RANCH, ROPE & PERFORMANCE HORSE SALE

held in conjunction with the Winnemucca Ranch Hand Rodeo Weekend

Rick Machado – Auctioneer

Dave Grashuis – Horse Sale Manager

Michelle Hammond Urain - Horse Sale Coordinator

Sifting – 7:00 a.m. Friday, March 5, 2010 ~ Preview of Sale Horses – 5:30 p.m. Friday, March 5, 2010

Horse Sale – 6:00 p.m. Saturday, March 6, 2010

Winnemucca Event Center – Winnemucca, Nevada



CONSIGNMENT RULES AND REGULATIONS

The sale is open to Ranch, Rope and Performance Horses under saddle **three** years of age to eighteen years of age. Age will be based on January 1, 2010. Exceptions to the age requirement may be considered by the sale committee. Grade horses and mules accepted. Age of grade horse or mule must be verified on veterinarian health certificate.

ENTRY DEADLINE IS 5:00 p.m., January 15, 2010.

Entries will be accepted as they arrive in the office and will be limited to the first 60 horses. If the limit is reached prior to January 15, 2010, entries will close. No phone, fax or verbal entries accepted. Original registration papers, signed transfers, and entry fee **MUST** accompany entries. Incomplete entries will be returned. Sale Management reserves the right to refuse entries that, in their opinion, are not up to show quality. Late entries will only be accepted if the limit has not been reached.

TRANSFER OF OWNERSHIP

Entered horses must match the registration papers and entered in the name of the owner(s) as it appears on the registration papers. No double transfers. Allow time for transfer of ownership prior to sale. The sale office will transfer horses sold through the sale to the new owners. No papers will be released from the sale office on sifted or no-show horses. Papers on sifted or no-show horses will be returned by U.S. Mail.

FEES/COMMISSION

Entry fee is \$225.00 per head entered. Entry fee is non-refundable. Entry fee includes one (1) stall and one (1) bag of shavings per entry plus preview cattle fee. **Make checks payable to Ranch Hand Rodeo.** There is a \$25 fee for NSF checks that are returned. The commission is eight percent (8%) of the gross sale. Payment on consignment will be mailed once the buyer's payment clears the bank, pursuant to normal banking practices of fourteen (14) business days. Consignment checks will be made payable to the registered legal owner.

COGGINS TEST/HEALTH CERTIFICATE

No horse will sell without the original negative Coggins test (results within 6 months of sale) and current (30 days) health certificate on file with Sale Management. Originals **MUST** be handed in at check-in. All Coggins test and health certificates must be in the horse's registered name and registered and/or legal owner's name. Horse must be vaccinated for West Nile Virus.

BRAND INSPECTION

All livestock, including horses, are required to have with them a current, valid **brand inspection certificate** from their state of origin. If your state of origin does not provide brand inspection services then you should carry proof of ownership with the animal(s). This can include sale yard receipts, properly signed and notarized bills of sale, or certificates of registration from recognized breed associations. There will be a Brand Inspector onsite that will verify that requirements have been met. The Sale Office will take a copy of your brand inspection at check-in.

DRAW NUMBER

All entries will be drawn for position and assigned a number. The assigned number will be used for order of go for sifting, preview, catalog and sale. The number will be paint branded on entry.

PHOTOGRAPHS

Photographs will be accepted via email for use in the Sale Catalog. The catalog will be printed in black and white and viewable in color online. Email photos in .jpg format to michelle@winnemucca.com prior to January 22, 2010. Sale Management reserves the right to reject any photographs that are deemed poor quality.

VIDEOS

In an effort to expedite the sifting process and provide maximum coverage of your animal, a recent short video of the horse should be sent to the sale office to enable the committee to look at the overall condition and movement of the horse. It **MUST** be in DVD or electronic file format. Videos can be mailed to the address above or emailed to Michelle Urain at michelle@winnemucca.com prior to January 29, 2010.

WINNEMUCCA RANCH, ROPE & PERFORMANCE HORSE SALE
CONSIGNMENT RULES AND REGULATIONS (CONTINUED)

GENERAL REQUIREMENTS FOR ALL ENTRIES

Sale horses must be on the grounds and checked in at the show office of the Event Center by 7:00 p.m., Thursday, March 4, 2010.

- Horse must be freshly shod at sale time.
- No hoof black or other hoof color may be used.
- The horse is required to be ridden, shown and sold with two cinches (front and rear).
- Horse must be shown in the same bit/mouth piece in the sale ring as they were previewed in.

SIFTING

All entries will be inspected for quality and condition, visible unsoundness, structural problems or unsoundness affecting future soundness and bad or unsafe habits. Only entries sound in eyes and wind will be sold. Any entry missing a permanent tooth or any dental abnormalities will be sifted. Horses will not be sifted for winter coat. Any entry showing the effects of drugs or medications will automatically be sifted from the sale. Any entry may be sifted at any time prior to the sale at the committees' discretion. All entry fees are forfeited on sifted horses.

SIFTING WILL BE HELD IN THE EVENT CENTER AT 7:00 a.m. ON FRIDAY, March 5, 2010 IN ORDER OF DRAW.

THE FOLLOWING RULES WILL GOVERN THE SIFTING COMMITTEE INSPECTION:

- All horses will receive a general health inspection.
- Horses will be lead into arena in halter.
- Handlers must show that all four feet are picked up easily.
- All horses will be bridled and saddled in front of the sifting committee.
- Handlers will mount and ride horses in a manner prescribed by the sifting committee.
- All entries passed by the committee must sell at 6:00 p.m., Saturday, March 6, 2010

PREVIEW

The preview of sale horses will be held in the Event Center at 5:30 p.m. on Friday, March 5, 2010 in order of draw. Preview will have three sections: dry work, trail work, and cow work. Handlers **MUST** go through each section; however we only expect you to show what your horse is capable of. The option to work a single cow will be available during the sale itself. Information on the preview will be available at the sale office.

****A time limit will be assessed for each entry – cattle fee included in entry fee.**

BUY BACK/NO SALE/NO SHOW

There will be a \$200.00 additional fee charged if the horse is pulled from the sale (no show) after February 1, 2010 or in the event of buy back or no sale. The fee must be paid in full at the Sale Office prior to removing the sale horse from the Winnemucca Events Complex. Consignor shall pay an eight percent (8%) commission on all entries sold outside of the ring on March 6, 2010.

WARRANTIES

Consignor represents and warrants to Sale Manager and the Buyer of each horse the following:

- Horse is of sound eyes and wind.
- Horse is not a "cribber".
- Horse has not been nerved nor has navicular disease or any other ailment.
- The sex of the horse is described in the catalog or from the auction block; a gelding is not a "ridgeling".
- Horse does not possess the defects commonly known as "parrot mouth".

STALLS

Stalls will be assigned by February 26, 2010. Sale Management will do everything possible to place entries where requested, but no promises will be made. If there is a stall preference, please indicate it on Entry Form. It is required that the sale horses remain in their assigned stalls. A stall map is provided to the buyers. **Please be available from 3:00-5:00 p.m. at your stalls for potential buyers that may have questions.**

ON GROUNDS CAMPINGS

The Winnemucca Events Complex (WEC) has 50 campsites on the facility, and room for numerous dry camping. Water and one dump station are available in the area. There is a newly constructed 4-unit coin operated bathroom/shower facility located in the WEC RV Park. Camping fees are \$20/night for campsites with electrical, and \$10.00/night for dry camping with no electrical. A camping permit will be issued by sale office to each camper upon payment and must be posted on vehicle.

**If you have any questions regarding the Ranch, Rope & Performance Horse Sale
call Michelle Hammond Urain at (775) 623-5071, ext 101.
For information on any of the other weekend events
Call 775-623-5071 or visit www.RanchRodeoNV.com**