

WINNEMUCCA RANCH, ROPE & PERFORMANCE HORSE SALE

Sale 6:00 p.m. Saturday, March 3, 2018 - Entries Due January 12, 2018 CONSIGNMENT ENTRY FORM

(Fill out a separate form for each animal)

HORSE'S NAME TO APPE	EAR IN CATALOG:			
Owner's Name:	wner's Name: SSN or TIN			
(Proceeds check will be made	out to this name.)			
Owner's Address				
City, State, Zip:				
Owner's Day Phone #:	Eve	ning:	Cell:	
E-mail Address:				
Agent for Owner:				
(If filled in all correspondence	in regards to the sale, excep	t sale proceeds, will be	e sent to this person)	
Agent's Address:				
City, State, Zip:				
Agent's Day Phone #:	Ever	ning:	Cell:	
E-mail Address:				
REGISTERED NAME OF HOR	RSE:			
Breed:				
Foaling Date:	Color:	Sex:	Reg. #:	
Sire Name & Reg. #:				
Dam Name & Reg. #:				
2nd Dam's Name (dam of ent				
Please indicate if you plan t	to use a cow during the sa	ale: Cow wo	rk (One cow during the sale)	
Stall Preference: Cond	crete Block Barn 🗌 Cove	ered Pen (Sale anima	als will be stalled in Barns #1 and #5)	
CONSIGNOR MUST FURNISH	HELIGIBILITY ENGAGEMEN	итs (be specific NR)	CHA Stakes, etc.)	
CATALOG STATEMENT LIMI	TED TO 75 WORDS. State	ment will be printed	in the catalog as written. If statement is	
more than the 75 words, o	our staff will make adjust	ments. Please write	or type clearly and legibly.	
CONSIGNOR WILL BE LIABL	E FOR ALL STATEMENTS.	THE SALE COMMITT	TEE WILL NOT BE HELD LIABLE FOR ANY	
STATEMENTS MADE BY CO	NSIGNOR.			

WINNEMUCCA RANCH, ROPE & PERFORMANCE HORSE SALE

Sale - 6:00 p.m. Saturday, March 3, 2018 - Entries Due January 12, 2018

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 March 3-4, 2018. Consignor agrees to pay a \$200 fee for each animal pulled from the sale (no show) after February 1, 2018 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, 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 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:

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

Date:

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 - Horse Sale Secretary

Sifting – 7:00 a.m. Friday, March 2, 2018
Preview of Sale Horses – 5:30 p.m. Friday, March 2, 2018
Horse Sale – 6:00 p.m. Saturday, March 3, 2018
Winnemucca Event Center – Winnemucca, Nevada



CONSIGNMENT RULES AND REGULATIONS

The sale is open to Ranch, Rope and Performance Horses under saddle <u>three</u> years of age to eighteen years of age at TIME OF SALE. 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 12, 2018.

Entries will be accepted as they arrive in the office and will be limited to the first 70 horses. If the limit is reached prior to January 12, 2018, entries will close. The sale committee reserves the right to open additional sale slots if they deem it appropriate for the sale. No phone, fax or verbal entries accepted. **Original registration papers, signed transfers, and entry fee <u>MUST</u> accompany entries. Incomplete entries will be returned. The sale committee reserves the right to refuse entries that, in their opinion, are not up to sale quality.**

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 turn over registration papers to new owners once payment clears. Papers on sifted, no sale, or no show horses will be returned once accounts are settled with the office.

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 committee. 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.

BRAND INSPECTION

All livestock, including horses, are required to have with them a current, valid **brand inspection certificate** from their state of origin. Oregon, California, and Arizona do not require a brand inspection. 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 collect 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. The sale committee reserves the right to change sale order.

PHOTOGRAPHS

Photographs will be accepted via email for use in the Sale Catalog and online promotion. 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 25, 2018. The sale committee reserves the right to reject any photographs that are deemed poor quality.

VIDEOS

In an effort to promote the sale and provide maximum coverage of your animal, a recent short video of the horse may be sent to the sale office, showing overall condition and ability. It **MUST** be in an electronic file format. Videos can be mailed to the address above or emailed to Michelle at <u>michelle@winnemucca.com</u> prior to January 25, 2018.

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 1, 2018.

- Horse must be freshly shod on all four feet at sale time, unless otherwise preapproved by the committee.
- 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. Entries may be sifted if conformation predisposes them to unsoundness. Only entries sound in eyes and wind will be sold. 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 2, 2018 IN ORDER OF DRAW/CATALOG.

THE FOLLOWING RULES WILL GOVERN THE SIFTING COMMITTEE INSPECTION:

- Horses will be led into arena in halter. Handler will clean all four feet and show that all four feet are picked up easily.
- All horses will receive a general health inspection.
- Teeth will be checked to verify age and check for any dental abnormalities.
- Committee reserves the right to draw a blood sample (random or otherwise) to test for the use of drugs or medication.
- 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 3, 2018.

PREVIEW

The preview of sale horses will be held in the Event Center at 5:30 p.m. on Friday, March 2, 2018 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. An optional roping preview will follow. 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. **The cattle fee is 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 5, 2018 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 March 3-4, 2018.

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 20, 2018. 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. on Saturday, March 3, 2018 at your stalls for potential buyers that may have questions.

ON GROUNDS CAMPINGS

The Winnemucca Events Complex (WEC) has numerous campsites on the facility, and ample room for 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, \$25 per night for campsites with full-hookups, \$20 per night for campsites with electrical, and \$10.00 per 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 at (775) 623-5071, ext 101. For information on any of the other weekend events Call 775-623-5071 or visit www.RanchRodeoNV.com