# MID-YEAR CUTTING HORSE SALE 2021

# **IMPORTANT SALE FACTS**

#### Schedule

Thursday, July 1st - Absolute Deadline for Radiographs to be received in Weatherford Office

- Radiographs can be dated no earlier than June 1, 2021

Thursday, July 22<sup>nd</sup> – Sale Office opens at 1 pm in French Room, Watt Arena

Friday, July 23<sup>rd</sup> – All Paperwork Due in Sale Office

Friday, July 23<sup>rd</sup> – 6:00 PM Rocking P Ranch Production Sale Watt Arena Lots 1001 – 1030 Saturday, July 24<sup>th</sup> – 9:00 AM Mid-Year Cutting Horse Sale Watt Arena Lots 2001 – 2118 Including the Fazenda Barrinha Corp Dispersal Special Session Lots 2041 - 2065

- \* \$200 Fee Charged For Any Marking/Brand Correction details below
- \*\* Online Video Viewing details below

#### 1) SALE STALLING

<u>Sale viewing stalls</u> will be available at 12:00 noon on Friday, July 23<sup>rd</sup>. If earlier arrangements need to be made, contact Western Bloodstock, Ltd. at 817-594-9210. Sale horses MUST be in the <u>sale viewing stalls</u> at least 2 hours prior to the start of the sale. Additionally, it is your responsibility to get your horse to and from the auction arena, and to care for your horse prior to it being sold.

# 2) HEALTH REQUIREMENTS

<u>Original Coggins</u> dated within 6 months and an <u>original Health Certificate</u> (1 horse per certificate) dated within 15 days of the sale is required on file in the sale office prior to sale day. **Health Certificates must include pregnancy status (within 15 days of sale), the status of descended testicles for stallions 13 months <u>and older</u> and any other defect, injury or blemish.** 

NO COPIES WILL BE ACCEPTED.

## 4) REPOSITORY/RADIOGRAPHS

- a. Read the enclosed information sheet.
- b. Owners of yearlings, 2-year-olds, 3-year-olds and trained cutting horses **IN ALL SESSIONS** are encouraged, but not required, to provide **DIGITAL** radiographs at a charge of \$20 per horse for the On-Line Repository System provided through Asteris. <u>Radiographs can be dated no earlier than June 1, 2021. The absolute deadline for digital radiographs to be submitted to the sale office is July 1, 2021. <u>Radiographs received after the deadline and/or dated earlier than June 1, 2021 WILL NOT be in the repository.</u></u>

# \* 5) <u>IDENTIFICATION STATION-\$200 FEE will be charged for ANY marking or brand changes.</u>

Each horse must be checked against their original registration certificate for correct markings, color and brands. The paint brand lot number will be applied after passing through the ID Station. The ID Station will begin checking sale horses at 12:00 pm on Friday and at 7:00 am on Saturday in the Watt Arena Sale Stall area. In the event a correction is needed, an Affidavit for Corrected Certificate will be prepared for your signature and an announcement will be made as the horse sells. Sale proceeds will be held until AQHA/APHA approves the corrections.

#### \*\* 6) VIDEOS

*Video Viewing!* - Videos will be available for viewing on the Western Bloodstock, Ltd. website and in the exhibit hall booth at the show by prospective buyers. To be included, sellers must send your full resolution video file to Western Bloodstock, Ltd by July 1, 2021.

# 7) <u>HALTERS</u>

Western Bloodstock, Ltd. will provide a new shipping halter for each horse sold. **DO NOT LEAVE THE SALE ARENA WITH THE WESTERN BLOODSTOCK, LTD LEATHER SHOW HALTER PROVIDED FOR DISPLAY PURPOSES ONLY.** 

## 8) PAYMENT

Remittance of net proceeds will begin after buyer's payment is deemed sufficient and if all the following requirements have been met: 1) all necessary documents pertaining to the horse and necessary to complete the sale have been secured; 2) any dispute or claim by the buyer or any third party has been resolved.

# **BREEDER'S CERTIFICATES**

- 1) A 2021 Breeder's Certificate is required for mares selling that are carrying foals due in 2022. <u>A Registration Application and signed Transfer Report are required for any foals that are selling at a mare's side.</u>
- 2) If the owner of a covering sire will not issue an actual Breeder's Certificate prior to foaling, have that stallion owner sign the enclosed Breeder's Certificate Guarantee and return it with your other paperwork. A copy of the Guarantee will be provided to the new owner.

A COMPLETED BREEDER'S CERTIFICATE OR BREEDER'S CERTIFICATE GUARANTEE FROM THE STALLION OWNER IS REQUIRED BEFORE ANY SALE PROCEEDS OF A BROODMARE WILL BE ISSUED.

## ADDITIONAL RESPONSIBILITIES OF CONSIGNOR

## 1) CONDITIONS OF SALE

It is your responsibility to read and understand the Conditions of Sale printed on the consignment contract and in the sale catalog.

## 2) CATALOG ACCURACY

You must review the sale catalog and promptly notify us of any errors, inaccuracies or other inconsistencies in the disclosures on the catalog page.

#### 3) WARRANTIES

Each Owner hereby expressly represents and warrants to Auctioneer for each horse consigned, unless stated otherwise in the sale catalog and/or unless otherwise announced and/or unless otherwise disclosed in the sale repository (disclosures) at time of sale, that such horse(s) is/are free from disease and, as to horses offered for breeding, are suitable for breeding or, as to horses offered as yearlings, two-year-olds or trained horses, are suitable for training and showing or, as to other categories of horses, each such horse is suitable for the purpose for which it has been cataloged for sale by Owner. Further, in the event a horse possesses any faults, defects or conditions, Owner shall have the responsibility to inform Auctioneer of such immediately, but not later than thirty minutes prior to the time the horse is led into the ring for sale, so that proper announcements can be made in the sale catalog and/or from the auction block while the horse is in the auction arena. Owner is solely responsible for having such announcements/disclosures made and for their accuracy. Owner hereby releases, INDEMNIFIES and holds Auctioneer harmless from any errors and omissions of Auctioneer in connection with making or failing to make any such announcement/disclosure. In the event Owner misrepresents or fails to disclose any fault, defect or condition of a horse sold or offered for sale, or in the event any of Owner's representations or warranties are incomplete or inaccurate in any way, Owner shall INDEMNIFY AND HOLD HARMLESS Auctioneer from any and all liability, debts, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, incurred by Auctioneer as a result.

OWNER AGREES TO REVIEW THE CATALOG AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SESSION IN WHICH OWNER'S HORSE WILL BE SOLD AND PROMPTLY NOTIFY AUCTIONEER OF ANY ERRORS, INACCURACIES OR OTHER INCONSISTENCIES IN THE DISCLOSURES ON THE CATALOG PAGE FOR ANY OF THE OWNER'S HORSES TO BE SOLD BY AUCTIONEER. Owner is the sole guarantor of all information regarding Owner's horse in the Sales Catalog and neither Auctioneer nor the pedigree research company employed by Auctioneer shall be responsible for errors in the Sales Catalog.

#### 4) PRIVATE SALES

You have contracted and agreed not to privately sell any horse after it has been accepted for sale consignment. Sales while on the premises (commonly referred to as alley sales) are not permitted.

#### 5) REPURCHASES

If you have a minimum price you will accept for your horse, think carefully about that price, be realistic and keep an open mind. Remember, the best possible way to determine the value of a horse is by the final bid at auction. Please let us know your intentions or expectations prior to the sale. We will, in turn, do our best to achieve a completed sale.

If you do elect to repurchase your horse you must do so by: 1) being the highest bidder and signing the Buyer's Acknowledgement of Purchase or 2) submitting a completed written reserve bid form to the Auctioneer at least 30 minutes prior to the horse being led into the ring for sale or 3) instructing Auctioneer. Auctioneer thus reserves the right to bid on behalf of the seller up to the amount of the reserve bid.

You have contracted and agreed that Western Bloodstock. Ltd. is entitled to all applicable sale fees.

You have contracted and agreed that Western Bloodstock, Ltd. is entitled to all applicable sale fees, including commission, if horse sells as a result of this sale.