GREAT WESTERN AUCTIONS L.L.C.
CATALOG CONSIGNMENT FORM

30822 NICHOL SAWMILL
Magnolia, TX 77355
281-356-2165

Horse Sale November 16, 2008 @ 1pm
$100.00 Per Horse Consignment Fee 10% Commission
Call For Large Consignments
CATALOG DEADLINE: November 1, 2008
(Catalog fee must be paid in full before we can print in the catalog)

Consignors Name _____
Horses Name (Unnamed or Note on Application) _____
Color _____Sex _____Date Foaled _____
Breed (Note if Grade) _____

Pedigree

_____
_____
_____
Sire _____
_____
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_____
_____
_____
Dam _____
_____
_____
_____

Name(Please Print)_____
Address_____
City _____State _____Zip Code_____
Phone #_____Method of Payment_____

Term and Conditions:

1. Consignment Fee Of $100.00 must accompany entry.
2. Negative Coggins test drawn within one year of sale date.
3. If a horse is withdrawn or no saled, consignor is still obliged to pay consignment fee.
4. All horses sold to be sound unless announced.
5. Warranties. All responsibilities and guarantees lie solely between Buyer & Consignor.
6. Consignor hereby specifically warrants unto Great Western Auctions L.L.C. and to any subsequent purchasers that all information furnished with this consignment is true and correct, and that Consignor does have absolute and complete title to the horse(s) so consigned and will defend title against all claims.
7. Except as otherwise announced by the auctioneer at them of sale, the Consignor represents and warranties unto Buyer as follows: (1) the horse(s) is free of functional deficiencies with respect to eyes, wind and limb, (2) the horse(s) is not a "cribber" or windsucker, (3) the horse(s) has not been nerved, (4) the sex or condition of a gelding or ridgeling is as described in the catalogue, (5) a colt or stallion at least 18 months of age does possess, at this sale, two testes descended to the scrotum, (6) title to the horse(s) is free from all adverse claims of ownership, use or possession, and (7) the condition know as Hyperkalemic Periodic Paralysis (HYPP) is as stated or announced at time of sale. In the event that a horse possesses any of these defects or any other defect, it shall be the Consignor's sole responsibility to inform the Auction Company, auctioneer, or announcer of such defects in a timely manner so proper announcements can be made while the horse(s) is in the auction ring.
8. Auction Company agrees to settle with Consignor for horses sold no later than five (5) banking days from sale date.
9. In the event a Buyer fails to pay for or accept a horse sold, the Auction company reserves the right to accept the same bid from another person, resell the horse, or return it to the Consignor as unsold.
10. Consignor agrees to save and hold harmless and indemnify Great Western Auctions L.L.C. its agents or employees from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, cost and expenses, including attorneys' fees, arising from personal injury or death of any person or horse.

CATALOG FOOTNOTE

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Signature of Seller **Date**