

Great American Ranch and Trail Horse Sale

Virginia Horse Center
Turnbull Equine Productions, LLC
PO Box 944
Laurens, SC 29360

April 4,5,6, 2024

Lexington, Virginia
Phone - 704-690-1915
Email: ga.trailhorse@gmail.com
www.greatamericantrailhorsesale.com

I, the undersigned, do hereby agree to the terms and conditions set forth in the consignment contract, and swear that all the information furnished regarding this entry is true and correct to the best of my knowledge, and I do agree and specifically warrant, unto sale management of Turnbull Equine Productions and also unto any subsequent purchasers that I have absolute and complete title to the entry listed on this contract. I further warrant that any signature or information given on any document pertaining to this entry is proper and correct. I have read and clearly understand and agree to abide by all the established conditions of this Consignment Contract and the Horse Sale Terms and Conditions.

Signature of Registered Owner _____ Date _____

Consignor _____ Owner Trainer/Agent (check one)

Cell # _____ Home # _____ Email _____

Address _____ City _____ State _____ Zip _____

Email this completed Consignment Form, a copy of Reg. Papers, Owners Catalog statement, along with 6-10 Quality Photos and Video. You may send the photos and video at a later date if needed.

ALL CONSIGNMENT FEES ARE TO BE PAID BY CREDIT/DEBIT CARD on our Website www.greatamericantrailhorsesale.com

Name on Credit Card if different than Consignor: _____

Consignment Fees – Please check your fees

- Consignment Fee \$350
- Compete in the Trail Competition \$100 Fee Compete in the Ranch Horse Competition \$125 Fee
- I would like a tack stall. \$75 Fee
- Color Photo of your horse in the Sale Catalog \$100 Fee
- Early arrival (Wednesday or earlier) \$25 per day, per horse. # of Horses _____ # of days _____ Amount \$ _____

Total Amount of Fees to be charged \$ _____

Please make sure your fees match this amount when paying fees on our website. A card usage fee will be charged.

Horse's Reg. Name _____ Breed _____ Reg. Grade

Year Foaled _____ Color _____ Sex _____ Nick Name _____

Stable me with _____ Measured Height _____

Mail Sale Proceeds to - Please Print

Name: _____

Address: _____ City/State _____ Zip _____

Cell Phone Number: _____ email _____

*** NO SUBSTITUTIONS * No stallions * No pregnant mares * Horses must be 4 years or older**

All horses are considered a year older on January 1.

Please email the consignment form, a copy of the registration papers, owners catalog statement, photos and video to ga.trailhorse@gmail.com We ask that you keep the owners' statement to a reasonable length. We reserve the right to edit, correct, or amend the statement as necessary for the catalog. The correct measured height of your horse must be included in your statement, preferably early in the description.

Please submit one photo of your horse or horses, prior to sending your consignment form in.

If you will be providing one or more of the following, please add it to your owner's catalog statement. These are optional, but highly recommended. Check mark any of the following that you will be providing at time of check-in.

_____ Radiographs on file with the vet, front foot views of the navicular (left and right fore Foot DP, Left and Right Fore Foot Lateral) followed by any other thing that may be deemed necessary by a veterinarian. Keep on file with vet for examination if desired. Or print out and post at stall. Also listed in catalog description.

_____ Vet Examination/Pre-purchase Exam, within 30 days prior to sale, performed by a licensed veterinarian, presented at check-in, posted on stall, and posted in catalog.

_____ Certificate of soundness, regarding limbs, wind and sight from a licensed veterinarian within 30 days. Presented at check-in. Posted in catalog.

_____ Proof of vaccination - for influenza, eastern and western encephalitis, rhino virus and tetanus within 6 mo. of sale. To be posted in catalog and paperwork presented at check in.

_____ All grade horses must have a Vet certification stating the age of your horse. Presented at check in. This is required, not optional.

* * * * *

Tips for Ranch and Trail Horses

Ranch Horse show record / other show events / points or professional training. Cattle work or roping. Photos showing these abilities.

Trail Horse extensive Trail Riding in State Parks or public riding areas, as well as obstacle training and water crossing. Photos showing these abilities.

Color Photo If you would like a color photo of your horse to be presented in the sale catalog, please check the box on the Consignment page. Recommended.

SALE TERMS AND CONDITIONS CONTRACT - PLEASE READ BEFORE SIGNING

CONSIGNMENT, COMMISSIONS, AND PAYMENT

1. I, the undersigned Consignor, do hereby agree to the terms and conditions set forth below by Turnbull Equine Production, LLC, Jackie Turnbull, (hereinafter referred to as TEP, LLC,). I do further swear that all the information furnished regarding this consignment is true and correct to the best of my knowledge. I do hereby further agree, and covenant, and specifically warrant, unto TEP, LLC, and any subsequent buyers that I do have absolute and complete title to the consignment listed on this and any other forms. I further warrant that any signature or information given on any document pertaining to this consignment, is proper and correct.
2. **I do hereby release** Turnbull Equine Productions, LLC, Jackie Turnbull and the Virginia Horse Center (hereinafter referred to as TEP and or VHC) Sale Facility, Auctioneers, employees, and representatives from any and all liabilities, responsibilities, lawsuits, or any legal proceedings arising from the sale of, or demonstration of, or no sale of this horse.
3. I, the undersigned, do hereby agree to the terms and conditions set forth in this contract, and do further swear that all the information furnished regarding this consignment is true and correct to the best of my knowledge. I also agree that **I will NOT sell my horse prior to the sale.** I also agree that I will not withdraw any horse consigned to the sale, unless the horse has been injured or no longer meets our standards of consignment. Upon injury, the withdrawal will be accompanied by a veterinarian's certificate approved by TEP, LLC. Fee's will not be refunded, but there will be no additional charge.
4. I agree to pay TEP, LLC, a consignment fee of \$350 per horse consigned. I will also pay a 10% sales commission on the final bid or selling price. I agree that in the event I choose NOT to accept the sale ring final bid offered, I will immediately notify the auctioneer that the horse is a NO SALE, so he can notify the audience **Prior To** the horse leaving the sale ring. Once a buyer has signed the **Acknowledgement of Purchase**, a contract is made to sell the horse. I also agree to pay a \$100 NO SALE fee if the horse is not sold at my desired price. There shall be an UPSET price of \$1,000 on any horse offered. If an opening bid of the upset price is not received the horse shall leave the sale ring as unsold and the consignment fee will be charged. **** If this horse does not sell in the ring, and later sells to a buyer at the Sale or as a result of the Sale, I agree to immediately report and make the transaction through the TEP, LLC sale office. ****
5. In the event a purchaser fails to sign the Acknowledgement of Purchase ticket, or pay for and receive a horse struck down to them, TEP, 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 retain it for the Seller as unsold. TEP, 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 TEP, LLC. This condition includes the case where a horse has been removed from the grounds by the buyer and payment has been stopped on a check or draft, a check has been returned for insufficient funds, closed account, or any sort of check fraud or the like.
6. All entries must have a 12-month negative Coggins test and a health certificate within 30 days. A Health Certificate is also required for in state Virginia horses for travel purposes for the new buyer. An Un-registered/Grade horse is required to have a veterinarian or equine dentist's statement of the age of said horse. Entries may be any breed, registered or not. Entries must be at least four (4) years old (all horses are considered a year older on Jan. 1.) No stallions. No pregnant mares. No horses over the age of 14 YEARS OLD. **NO SUBSTITUTIONS!** The consignor agrees to pay sale management a consignment fee of \$350.00. The consignment fee is non-refundable after acceptance of the horse by sale management. The consignment fee must accompany the consignment contract. When applicable the transfer report must be signed by the owner or legal agent. The horse must be transferred to the consignor's name prior to sale date. Multiple transfers are not allowed, the consignor will have no more than one transfer. The transfer fee to the buyer will be the only transfer fee paid by the buyer. Sellers of non-registered horses will be required to sign a bill of sale when checking in at the sale office.
7. Once the horse is on the sale grounds, **all sales transactions must be processed by the sale office. All horses must go through the sale ring. NO EXCEPTIONS!** If the final bid is NOT accepted by the Consignor, no commission is charged; however, a **\$100 NO SALE FEE** will be assessed. Only horses consigned to the sale will be allowed on the sale grounds. All horses sold before, during and after the sale will be subject to the 10% sales commission. ALL SALES must go through the sale office. All Horses Must Go Through the Sale Ring.
8. TEP, LLC, agrees to mail the proceeds of the sale, by regular mail to the appropriate recipient, owner (see front of contract) no later than 10 banking days or no earlier than 5 banking days following the date of sale, which also includes the 5 day soundness guarantee, provided that all necessary and required documents are in order and that the purchaser has not stopped payment on their check or otherwise failed to pay for said horse for any other reason or in the dispute or claim by the buyer as stated in **Conditions 9 & 10.**

9. Also, any and all disputes must have been resolved to the satisfaction of all parties. The Consignor agrees that if the payment of this horse is incomplete for any reason by the Buyer, Sale Management TEP, LLC, shall not be liable for the payment or the collection of the sale proceeds, or the return or well being of said horse. Sale management, TEP, LLC, **shall make every effort to assist** in the collection of the sale proceeds, recovery, or re-sale of the horse at the sale or by private sale. The Consignor understands that Sale management does not guarantee the validity, payment or collection of any instrument received in payment of the sale proceeds of any horse.

10. REPRESENTATION POLICIES and SOUNDNESS GUARANTEE

Turnbull Equine Productions, LLC will not accept any horse consignment from the consignor whose horse has a chronic unsoundness of any kind. The Consignor has the responsibility to inform Turnbull Equine Productions LLC, and shall declare any, and all UNSOUNDNESS, vices, physical defects, and/or cosmetic alterations PRIOR TO the consignment of the horse, understanding that these statements can eliminate the horse from consignment to the sale. This shall include, but not be limited to, defects with eyes, breathing, heaves, cribbing, weaving, nerving, founder, overbite, navicular disease, ringbone, cryptorchid, or any artificial enhancements (tail extension). Also, a declaration must be made for any horse that has limited abilities and or requires maintenance, including but not limited to; injections of the joints, ongoing medications and specialized shoeing. A lame horse or a horse sold with one or more of these conditions that was not announced at the time of sale CAN be rejected by the Buyer within five (5) days of the date of sale and returned to the Consignor at the sellers expense. This rejection must be accompanied by a certificate from a certified equine veterinarian and agreed upon by sale management, the Consignor and the Buyer. If the horse is rejected for any unsoundness or other misrepresentation, NO FEES will be refunded to the Consignor. There is no guarantee between consignor and buyer of compatibility or disposition. A horse that colic's, has a fever, cold or flu, will not be considered unsound. A horse that dies within the 5 day soundness guarantee, shall remain the property of the buyer.

11. OWNERSHIP AND TRANSFER:

Upon execution of this contract, Consignor agrees **Not to dispose of the horse by private sale prior to bringing it to this auction.** Consignor reads over and approves the postings on Facebook, GARTHSale website. Consignor agrees not to withdraw entry except for serious injury or sickness and will furnish Turnbull Equine Productions with a notarized veterinary statement prior to the sale if such a case arises. Consignment fee is nonrefundable. Consignor warrants clear title to the horse with transfer of ownership in order, this includes no more than one transfer of ownership on each horse. Sale management must be informed of any, and all liens at time of consignment. The Consignor retains ownership until the gavel falls. The Consignor is responsible for any feed, care, and presentation of the horse. Should a Buyer default on the purchase or reject this horse after it is sold, the Consignor agrees to allow this horse to be auctioned a second time at the first available opportunity during the sale. Sale management, sales facility, or anyone else directly or indirectly involved with this sale assumes no liability for the horse whatsoever. **The Consignor has the right to turn down the final bid as a NO SALE. The auctioneer must be informed immediately of the NO SALE. If the Consignor allows the Buyer to sign the sales ticket, the horse is considered sold. NO EXCEPTIONS!** Horses will sell in catalog order. Sale management has the authority to assign stalls, reject any horse, and make any announcements or additions to enhance the sale. The consignor shall provide and leave feed and water for the horse through Sunday morning. The Consignor releases Turnbull Equine Productions LLC, sale facility VHC, and all its employees, representatives, and spectators, from responsibility for any accidents that may occur to horses or equipment, or for loss by fire, theft, injury or death to any human or animal in any way or manner.

If your horse is sold on-line by Superior Livestock at the sale on April 6, and the buyer is unable to get shipping arrangements made at that time, you may be asked to take your horse back to your home facility so that shipping arrangements can be made from there. A transport form will be available to the online buyer as well as the seller. Please check with the sale office.

Email this signed page.

Name/ Please Print _____ **Date signed** _____

Signed signature _____

IMPORTANT Consignor Information Please Read

REPRESENTATION

Dear Consignor, I would like to thank you for choosing Turnbull Equine Productions and the Great American Ranch and Trail Horse Sale to help you sell your good horse. We work very hard to offer one of the top equine venues for you to sell at, with lots of buyers from all over the country, both live and online. We ask that you consign a good, sound horse, make a great video and awesome photos as well as having your horse looking its very best upon arrival. We do hold the option to turn down any horse offered for consignment that does not meet the standard of a healthy, fit horse of good weight, and conformation. This is a sale for sound horses, with good temperament, disposition, and training. We ask and expect that you stand behind the representation of your horse.

REQUIREMENTS

We will accept 6–10 professional quality photos of your horse, and a good video with music. We highly recommend that you use a professional photographer (or talented friend), the added expense will pay off in the long run. One of the photos must be a full, side view, profile shot, mane side showing, with saddle and bridle, and NO RIDER IN THE PHOTO. Also, another full side view with just a halter, to show conformation. Please have a good background to enhance your horse. The other photos should show your horse riding at what he does best; trail riding, ranch work, arena, showing, etc. Photos and video can be emailed to ga.trailhorse@gmail.com. Your video is so important! Have a plan to film in nice riding areas and show your horse at all 3 gaits. Remember to show a variety of skills in your video and to add music for the final touch. We do not accept multiple videos, they must be combined and edited into one video. Your finished video can be downloaded to Youtube. Click on SHARE, then send that URL link to us. The better the video the bigger the response to your horse. The time you take now to do this, will add to the final price you are asking. Today's buyers are savvy and know what they want. If you need professional help with your photos or video, please contact us and we may be able to recommend a professional who can help you. A negative coggins test within 12 months and an interstate health certificate within 30 days of the auction is required at check in. **A grade or unregistered horse must have a vet statement or equine dentist verifying the age of the horse.**

CATALOG Presentation

The selling price of horses has gone up and consignors who want to get the higher prices must be willing to offer more to their potential buyers. This will be considered when management is deciding on catalog hip numbers.

This may include the consignor offering:

- A *Certificate of Soundness*, with regard to limbs, wind and sight from a licensed veterinarian within 30 days
- A *Vet Examination Form/Pre-purchase Exam*, within 30 days prior, by a licensed veterinarian
- *Radiographs* – front foot views of the navicular (left and right fore Foot DP, Left and Right Fore Foot Lateral) followed by any other that may be deemed necessary by a veterinarian
- Proof of vaccination for influenza, eastern and western encephalitis, rhino virus and tetanus within 3 mo. of sale
- A Ranch Horse show record / other show events / points or professional training
- Trail Riding in State Parks as well as obstacle training (photos showing this)
- Consignors who have past records with GARTHSale bringing quality horses with good temperament and talent
- Ontime or early consignments with outstanding photos and video

PROMOTIONS

We will add your phone number to your online posts and catalog so that prospective buyers can call you with questions about your horse. They may want to come inspect and ride your horse if you are in proximity. Please accommodate them because that shows they are very interested in your horse. Have your horse looking good and prepared if the buyer is willing to drive to your home to see the horse. Please note that when you consign your horse, you have signed the contract that says you will **not sell your horse prior to the sale**. No photos or video will be posted until we receive the copy of registration papers and fees. Please be watching our Facebook page for your horse to be posted. When it

is posted please regularly share the post on your Facebook page and any other group pages you think will promote your horse being for sale. By you sharing the post, it goes a long way to let folks know your good horse is being offered at auction at the GARTHSale. We will also try to post any additional videos and photos you may have prior to the sale if you send them to us by email.

ARRIVAL

Only horses consigned to the sale are allowed on the grounds. Thursday is arrival day, but early arrival is allowed on Tuesday or Wednesday with early arrival fee of \$25 per day, per horse. Check that fee on your consignment form and pay on our website or it can be added on at the sale office when you check in. When you arrive, pull straight ahead to the Stable Office. They will give you your barn and stall assignments. Arriving on Thursday or earlier will give you time to get settled in with your horse and work in the arena and sale ring. Upon arrival have your horse clipped and bathed as some buyers will be there ready to view your horse. There are wash stalls on the premises if needed. If you want a tack stall the fee is \$75, check the box on your consignment form. Each stall will have a stall card listing name, pedigree, and catalog statement of your horse. All stalls must have shavings, you may bring your own or you may purchase them at the stable office upon arrival. You will need to bring your own buckets, feed, hay, etc. You are responsible to have water and hay left for your horse on Sunday morning. Have a give-away bucket to leave for your horses' water when you depart to go home. After your horses are settled in, please check in with your paperwork at the sale office in the coliseum, up on the concourse. Ask for directions where to get your hip number stamped on your horse. Do this soon so folks can identify your horses' number in the catalog especially during the Meet and Greet Social.

There will be a Consignors Meeting and Luncheon on Thursday, April 6th at 1:00 pm at the top of the concourse, past the sale office. All consignors are asked to attend, you will be our guest at the luncheon. This luncheon is for the consignor and family/friend. We will also use this time for a Q and A to ask any questions you may have. Thursday is also our "Meet and Greet Social" at 3:00 pm in the afternoon. This is highly recommended as lots of folks are there to watch the horses and talk with consignors. We will take 4 horses at a time to demonstrate. You will be able to ride your horse and show his best qualities while working some obstacles in the arena or bring in your own. After all the horses have worked, we will open the arena back up and let the horses come back in and invite the interested buyers in to talk with consignors. Whips, Guns and Tricks, will be demonstrated at the end. If you cannot arrive until Friday, we ask that you arrive no later than 10 am. A Farrier will be on the grounds Friday and Saturday. When at the sale, we allow, but do not recommend, the selling of your horse prior to going through the sale ring. **ALL horse sales prior to or after the auction must go through the sale office.** However, all horses must still be offered to the public through the sale ring, No Exceptions. A no-sale must be indicated by the consignor at the fall of the gavel and prior to the signing of the buyers' ticket. If your horse is a No-Sale, you will be given an out slip when you leave that will be checked at the gate. Personal identification must be shown.

You are invited to compete in the Flat Hat Farm Ranch Horse Competition at 2:30 pm on Friday and the Star H Equine Trail Horse Competition beginning on Friday evening after the Grand Entry of Sale Horses at 6:30 pm. **We allow horses to cross enter in both competitions if you so choose.** In the Trail Horse Competition, the top 10 scoring horses will come back for the Trail Finals Saturday, at 9:30 am. **If you NO SALE your horse, you are not eligible to keep the saddle awards, buckles, or award money, but you may keep any gifts that are won.** The sale will begin at 1:00 pm on Saturday, April 13th. Horses are sold in the order they are listed in the catalog. Dogs must be on a leash or crated.

If you need hotel reservations, please check our website and click on Lodging. Ask for the GARTHS special rate when reserving your room at host motels. Ask for the Virginia Horse Center rate for all others. Camper/trailer hook-ups are available through the Virginia Horse Center Stable Office, first come, first served. There are plenty of hook ups available, call the stable office for prices at 540-464-2966. These hook-ups have electricity and water, and full shower facilities are on the premises also. Golf cart rentals are available. If there is anything we can do to assist you, please call or email. **For info the week before the sale please call 704-690-1915 instead of email, as we will be at the Virginia Horse Center the full week before the sale and you can reach us immediately by phone.**

Sending prayers for safe travels and a great sale for you! Jackie Turnbull