

HERMISTON HORSE SALE OPEN CONSIGNMENT & LOOSE HORSES

Check-in 8:00 am – end of sale

Hermiston Sale Yard – 28871 Livestock Rd Hermiston, OR 97838

FEES:

Entry Fee - \$75 – Loose Horse No Entry Fee

Commission 8% - \$20 Minimum

No Sale Fee is 8% of last bid

Lot #

Pen #

Consignment Agreement

Owner _____ Phone _____

Address _____ City _____

State _____ Zip _____ Email Address _____

Name of Horse _____ Breed _____

Registration # or Grade _____ Date Foaled _____

Color _____ Sex _____

Consignor guarantees that this animal:

Does crib or suck wind: YES NO

Is blind or can't breathe: YES NO

Has been nerved: YES NO

Is deaf: YES NO

Is a cryptorchid or spayed: YES NO

The consignor agrees with Hermiston Horse Sale, LLC and Northwest Livestock Commission, LLC to consign the animal(s) identified on this consignment form for sale and inclusion in the sale subject to the following terms and conditions.

1. Consignor warrants title to each animal and agrees to defend title against all claims. Consignor appoints Hermiston Horse Sale, LLC 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 the sale.
2. Consignor agrees that Sale Management shall have the power and discretion to reject any entry at any time, to determine the order of sale entries, and to make any special announcements at time of sale concerning any entered animal.
3. Consignor agrees that Hermiston Horse Sale, LLC shall deduct 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 the day of the sale. **NO ALLEY TRADING.**
4. The **entry fee is \$75.00.** Consignor agrees that Hermiston Horse Sale, LLC shall deduct and retain the appropriate entry fee from sale proceeds.
5. Payment of net proceeds will be mailed out within 48 hours of the sale. Hermiston Horse Sale, LLC reserves the right to hold payment for any reason for up to seven (7) days per Packers and Stockyards Regulations 201.43.
6. Any and all guarantees made by the Consignor from the auction block are made solely between the Consignor and the Buyer. Hermiston Horse Sale, LLC and Auctioneer are not responsible for Buyer or Consignor misunderstanding. If a dispute arises, sale video will be available for Consignor and Buyer to consult. However, questions of "limited warranty" or "guarantees made by the Consignor from the auction block" shall be settled strictly between the Consignor and the Buyer. All dispute must be settled within seven (7) days of the sale after which time the sale will be considered final.
7. Consignor agrees to abide by any and all established rules determined by the Hermiston Horse Sale, LLC
8. Consignor agrees to indemnify, release, and hold harmless Hermiston Horse Sale, LLC and Northwest Livestock Commission, LLC, their officers, representatives, employees, and any other persons associated from all liability, costs, claims, demands, and obligations of injury, illness, or accident involving consigned animal(s). Consignor acknowledges and agrees to pay for any veterinarian expenses should their animal(s) need care or treatment.
9. Consignor agrees to indemnify, release, and hold harmless Hermiston Horse Sale, LLC and Northwest Livestock Commission, LLC, their officers, representatives, employees, and any other persons associated from any and all damages, costs, claims, demands, liabilities, obligations, actions, causes of action and rights, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, which the Consignor or their family may have against the above named entities.

In signing this Consignment Agreement, it is understood that Consignor has fully read and understands the terms and conditions of this Agreement.

Signature: _____

Date: _____