OHIO SELECTED JUG SALE

LEXINGTON SELECTED YEARLING SALE COMPANY, LLC.

P.O. BOX 8790
LEXINGTON, KY 40533
PHONE 859-255-8431 FAX 859-255-0302

I enter the animal described below for sale at the 2026 Ohio Selected Jug Sale conducted by the Lexington Selected Yearling Sale Company, LLC. (hereinafter referred to as "the Sale Company"), subject to the terms of this contract and the conditions of sale printed in the sale catalogue. I acknowledge that I have read all of the terms of the consignor's contract on the reverse side hereof and that I have signed this contract with full and complete understanding thereof.

An entry fee of $300 made payable to Lexington Selected Yearling Sale is due with this contract. See Paragraphs 3, 4 & 5 on the reverse side of this agreement for a complete schedule of commissions/fees.

If the horse is consigned by an agent, the settlement check will be payable to the owner of record unless this contract is signed by the owner authorizing payment to the agent. If the person signing this contract is not the owner of the horse listed herein, said person nevertheless shall be jointly and severally liable to the Sale Company for all such obligations arising hereunder including, without limitation, indemnification of the Sale Company as provided herein.

PLEASE THOROUGHLY AND ACCURATELY COMPLETE THE SECTIONS BELOW

Settlement Check Payable to _____

Address _____ Phone _____ Fax _____

City, State, Zip _____ Email _____

Consigned by _____ City, State _____
(As it will appear in the catalogue)

THIS YEARLING MUST BE ELIGIBLE TO A MINIMUM OF 8 STAKES

Name of Animal _____ Registration # _____

Color _____ Sex _____ Date Foaled _____ Microchip # _____

Sire of Entry _____

1st Dam of Entry _____ by _____

2nd Dam of Entry _____ by _____

Embryo Transplant? ◯ Y or N ◯ Freeze Branded? ◯ Y or N ◯

Electronic Registration? ◯ Y or N ◯ Microchipped? ◯ Y or N ◯

FARM where yearling is to be inspected _____

ADDRESS _____ CITY _____ STATE _____

PERSON TO CONTACT _____ TELEPHONE _____

_____ _____
Signature of Owner Signature of Agent (if no owner signature)

_____ _____
Date Date

CONSIGNOR'S CONTRACT
GENERAL TERMS AND CONDITIONS
Read Before Signing

Please enter and sell each horse described on the face hereof.

1. I certify that I am either the sole owner of each horse or authorized by the owner or co-owners to act as agent in the consignment and sale of each horse listed on this Contract. For the remainder of this Contract, I make all representations or warranties as Owner with respect to my horses or as duly authorized agent for the Owner or co-owners with respect to all agent horses. I hereby warrant title to each horse and my authority to enter each horse in this sale. I further warrant title to each horse to be free from liens, mortgages or encumbrances, except as I shall notify the Lexington Selected Yearling Sale Company, LLC. (the "Sale Company"), in writing at least ten (10) days in advance of the sale, and in which event, I agree to furnish written consent from any lienholder to sale of each horse and the full agreement of all lienholders concerning disbursement of sale proceeds. I appoint the Sale Company as my agent for public auction of each horse, with full authority to transfer the title thereto and to receive the proceeds of such sale for my account. I covenant and agree to indemnify and hold harmless the Sale Company from any and all costs, liabilities, and expenses (including attorneys' fees) incurred for any reason whatsoever, including, but not limited to (a) all questions of title to or liens upon each horse (b) my authority to enter each horse in this sale; and (c) all disputes concerning identity, soundness, disease, veterinary conditions, stakes engagements, pregnancy status, blood-typing and/or DNA testing results, and/or produce record of each horse, matters involving genetic or reproductive material, and/or resulting from any liens, attachments, or claims against the net proceeds from the sale thereof. I warrant that I am the sole and absolute guarantor of the correct identity of any and all horses sold by me in this sale, and that all title to, interest in, and possession of each horse shall remain with me until title passes to the buyer or buyers at the time of sale. I acknowledge that I am responsible for the care and feeding of all horses while they are in the sales barns until the time they are sold. I warrant and represent that no horse will be delivered to the Sale which is vicious, unsafe or a threat to the safety of its handlers or any third parties. I agree that all horses consigned to the sale by me are entered at my risk until sold and fully paid for by the buyer (whether or not I have been paid by the Sale Company), and the Sale Company shall not be responsible for any damage or injury to such horses unless caused by gross negligence or willful misconduct on its part. The Sale Company shall have the full authority to distribute such proceeds of sale to me and such other parties as the Sale Company reasonably believes to have an interest in the proceeds in such priority as the Sale Company reasonably believes appropriate. I further covenant and agree to indemnify and hold the Sale Company harmless from any and all costs, liabilities, incidental and consequential expenses, including reasonable attorneys' fees, incurred because of or arising out of any question or issue of the distribution of sales proceeds by the Sale Company to me or to any such other parties as the Sale Company may deem appropriate.

2. I agree to be bound by this contract and the Conditions of Sale printed in the Sales Catalogue and further agree that the Sale Company shall not be liable to me for damages due to the scheduling of any sale sessions or the placement of any of my horses in any particular sale sessions or in the event of a change of location, time, date cancellation or other modification of the sale.

3. For each horse entered, I agree to pay to the Sale Company (a) a nonrefundable entry fee of Three Hundred Dollars ($300), which accompanies this contract, Three Hundred Dollars ($300) to be refunded if the horse is not accepted into the sale, (b) a commission equal to the greater of six percent (6%) of the high bid accepted by the auctioneer or Six Hundred Dollars ($600). This commission shall be deemed earned at the fall of the hammer, and shall be payable whether or not the horse is returned to me as unsold pursuant to the Conditions of the Sale or for any other reason.

I agree to pay all entry fees and commissions upon demand from the Sale Company. I further agree that the Sale Company may withhold or deduct all entry fees and/or commissions due from me from my account and/or the proceeds of sale of all or any of my horses, as the Sale Company determines in its sole discretion.

4. In the event that I, or anyone acting on my behalf, shall bid upon a horse consigned by me and our bid is accepted by the auctioneer as the last, i.e., successful bid, then I agree to pay to the Sale Company, prior to the close of the sale session, the fee and commission specified in Paragraphs 3(a) and (b) above. I further agree that the Sale Company may withhold the registration papers for all or any of my horses until all entry fees and commissions are paid in full for horses that (a) I bid-in or cause to be bid-in, (b) I withhold from sale, (c) I sell prior to the auction, (d) are withdrawn from the sale or not presented for sale for any reason. In the event that I, the consignor (or my agents) bid in my own horse, the Sale Company shall be so notified within thirty (30) minutes of the conclusion of that sale session.

5. If any horse entered by me is sold publicly or privately after its entry in the sale, and prior to passing through the sales ring, I agree to pay the Sale Company a Three Hundred Dollar ($300) entry fee and a commission equal to the greater of six percent (6%) of the price of such sale, or Six Hundred Dollars ($600). If any horse entered by me is not offered for sale, I agree to pay the Sale Company (a) the entry fee of Three Hundred Dollars ($300) and (b) a commission equal to the greater of ten percent (10%) of the fair market value of the horse as determined by the Sale Company in its sole discretion, or Six Hundred Dollars ($600); provided, however, if the horse is not offered for sale due to its death or physical unfitness as determined in the sole discretion of the Sale Company's veterinarian, only the entry fee shall be due and payable.

6. The terms of this sale are (a) cash; (b) credit approved by the Sale Company; or (c) credit approved and extended by me or on my behalf. In the event the terms of sale are as provided in either (a) or (b) above, then Sale Company and I agree that the Sale Company shall bear the risk of a buyer's financial ability to pay and shall, subject to the conditions hereinafter enumerated, (i) within thirty (30) days after the Sale (or the first business day thereafter) remit to me the net proceeds of sale of my horses actually collected in the Sale Company's account as of said thirtieth (30th) day after the Sale; and (ii) thereafter remit net proceeds of sale of my horses to me as and when actually collected in the Sale Company's account. Notwithstanding the foregoing, the Sale Company shall be entitled to withhold payment for any or all of my horses upon any of the following conditions (or the Sale Company's receipt of notice, oral or written, of the occurrence or existence of one or more of the following conditions):

a) any dispute regarding the accuracy, completeness or updating of any information set forth in the Sale Catalogue regarding one of my horses;
b) any dispute relating to the registration, identity, eligibility, condition (physical or otherwise) of one of my horses;
c) any dispute regarding any alleged representation or warranty, express or implied, regarding one of my horses;
d) any dispute between a third party and me regarding ownership of one of my horses or entitlement to the sale proceeds of one of my horses;
e) buyer who has not been extended credit by the Sale Company refuses to pay or cannot be located by the Sale Company after reasonable efforts by the Company;
f) I give the Sale Company any false, misleading or incomplete information regarding any of my horses;
g) a default or threatened default by me under any terms of this Consignor Contract or any other contract between the Sale Company and me;
h) refusal of buyer to pay the purchase price, or a portion thereof, based upon a claim by buyer of a right of offset against money which buyer claims I or my agent owe buyer; or
i) I or my agent on my behalf have purchased horses at the Sale and have failed to make payment for the horses purchased whether the terms of my purchase were as set forth in (a), (b) or (c) above notwithstanding that payment might not yet be due under the terms of my purchase.

7. I authorize the Sale Company to deliver possession of any horse sold to the buyer, so long as the Sale Company retains the registration certificate until payment has been received and collected. If a check or draft is not honored for any reason, or if payment is stopped, the Sale Company will use its best efforts to collect same, but shall not be liable to me for its failure or inability to do so. I agree that my sole remedy shall be against the defaulting purchaser.

8. I agree that in the event the successful bidder on any horse entered by me in this sale fails to present himself to arrange for settlement as provided for in the Conditions of Sale, or should such bidder upon presenting himself be determined to be financially irresponsible by the Sale Company, such horse or horses may be put up for resale for my account, and the Sale Company shall not be liable for any deficit should the final bid on resale be less on the initial sale. In the event of such resale, the amount of commission due to the Sale Company by me shall be based on the original sale price. I further agree that should conditions make resale as herein provided impossible or inappropriate in the sole opinion of the Sale Company, the horse or horses may be returned to me, at my expense, as unsold, together with a waiver of the sales commission only by the Sale Company.

9. I agree that the Sale Company shall have the power, in its sole discretion: (a) to reject any entry at any time, (b) to change or adjust the dates and times of all sale sessions, (c) to assign or change stabling facilities as it deems necessary, (d) to determine the order of sale of all entries, (e) to make a special announcement at the time of sale concerning any horse entered, which in the opinion of the Sale Company is appropriate, (f) to amend the Conditions of Sale from time to time in its discretion, (g) to scratch any horse from the sale if I fail to disclose any lien upon such horse or if I fail to obtain the written consent of any lienholder to the sale of such horse, (h) to scratch any horse for which the USTA Registration Certificate is not delivered to the Sale Company at least twenty-four (24) hours in advance of sale; and (i) to scratch any horse for which the parentage is not qualified as of the time of sale. In the event the Sale Company exercises any of the foregoing powers, it shall not be liable to me for damages unless the exercise of the power is attributable to the Sale Company's gross negligence or willful misconduct.

10. I covenant and agree to indemnify and hold the Sale Company harmless from any and all costs, liabilities and expenses (including attorney's fees) incurred due to any dispute concerning soundness of any horse or the existence or nonexistence of any express or implied warranties or representations regarding any horse. I agree that I am solely responsible for the care of each horse and all information pertaining to each horse. The Sale Company is not responsible for any unsoundness or information regarding the horse whatsoever. When the auctioneer's gavel falls on the final bid, the horse is sold. I agree that in the event of a dispute, I shall be liable for the entry fee and commission set forth in Paragraphs 3(a) and (b).

11. I agree that in the event the Coggins test results furnished by me for any horse entered in the named sale are not in a form acceptable to any state, province or national racing commission or regulatory agency, the Sale Company may have the horse retested, and all expenses incurred therefor, including board, testing and transportation, shall be paid by me.

12. I warrant that each horse entered is duly registered with the United States Trotting Association or will be so registered by the date of sale. In the event a Certificate cannot be delivered for any reason, I agree to (a) accept the rescission of the sale of each horse, (b) return all net sale proceeds, if delivered to me, (c) reimburse all affected parties for the expenses and pay the Sale Company the entry fee and commission set forth in Paragraphs 3(a) and (b).

13. I agree to pay a One Hundred Dollar ($100) penalty fee for each required item, such as registration certificate or Coggins test, which is not in the Sale Company office prior to start of the sale. I further agree that settlement will be withheld for all of my horses until all necessary items have been turned in to the Sale Company.

14. The horses consigned to this sale are entirely at my risk until sold and completely paid for or satisfactory credit arrangements have been made. The Sale Company is acting only as agent, and I am the responsible party in every respect. I acknowledge that I am solely responsible for the accuracy of all information provided to the Sale Company and, further, that I have the affirmative duty to examine the catalogue pages on which horses consigned by me appear, prior to the sale, and to report any inaccuracies to the Sale Company prior to the time of sale so that it may make an appropriate announcement at the time of sale. I hereby release and hold harmless the Sale Company, its partners and employees, from any and all costs, liabilities, and expenses, (including attorneys' fees), incurred as a result of any inaccuracies relating to any such information as set forth above.

If I desire to make any announcements on any horse listed herein, I must submit the announcement, in writing, to the Sales Office not later than fifteen minutes prior to commencement of the sale session in which the horse sells.

I agree that the Sale Company is absolved from any liability if these procedures are not strictly followed. I shall solely be responsible for having such announcements made and for their accuracy and I hereby release and hold the Sale Company harmless from any errors and omissions including the Sale Company's own negligence in making or failing to make such announcements. I agree to be present in person, or have a duly authorized representative present, to make true representations regarding each horse, and to correct any errors which may appear in the catalogue. I will defend the Sale Company against any suit brought arising out of or due to the sale of any of the horses. If any horse is considered to be a Ridgeling, Gelding or is spayed, it shall be my responsibility to see that such condition is published in the catalogue or announced prior to the horse being offered for sale.

In the event an embryo, egg, semen or other genetic material (other than genetic material required and used for DNA testing and other non-reproductive purposes) has been harvested from any catalogued yearling, the consignor accepts full responsibility to provide the Sale Company with a written statement which shall be announced prior to the sale of the yearling. I hereby release and hold harmless the Sale Company, its partners and employees, from any and all costs, liabilities, and expenses (including attorneys' fees) incurred as a result of any inaccuracies or failure to make any required statements relating to the disclosure of any such information as set forth above.

15. All horses are to be blood-typed and/or DNA tested for parentage verification and the results furnished to the Sale Company. Should any unprocessed blood-typing results prove to be negative (that the horse does not qualify for the catalogued parentage), (a) purchaser shall return the horse immediately to me, (b) the sale shall be null and void, and (c) I hereby agree to accept return of said horse and to pay all costs. Upon return of the horse pursuant to this paragraph, I shall have no claim against the buyer or the Sale Company for any damages, but I agree that I will nevertheless pay the Sale Company th entry fee and commission set forth in Paragraphs 3(a) and (b) and indemnify the Sale Company for any costs, including attorneys' fees, incurred by the Sale Company.

16. I agree that the minimum bid for any horse to be sold pursuant to this Contract shall be One Thousand Dollars ($1,000) and, in the event no bid of One Thousand Dollars ($1,000) or more is received for my horse, my horse will be returned to me as unsold. I shall be liable and pay the Sale Company only the Three Hundred Dollar ($300) entry fee, and the Sale Company shall waive any commissions due upon the sale of such horse.

17. I agree that any dispute relating to this Contract, or my obligations hereunder, shall be determined under the law of the Commonwealth of Kentucky, and I submit to the jurisdiction of the United States District Court for the Eastern District of Kentucky and the Circuit Court of Fayette County, Kentucky. I agree to indemnify and hold the Sale Company harmless from all costs and expenses, including reasonable attorneys fee, incurred as a result of my default hereunder or incurred as a result of disputes with third parties relating to my horse.

18. I agree that the sale for which I am consigning my horse is being conducted by the Sale Company in conjunction with Ohio Harness Horse Breeders, Inc., an Ohio corporation. I agree that my obligations under this contract shall benefit both the Sale Company and Ohio Harness Horse Breeders, Inc. and that certain obligations of the Sale Company under this Agreement may be performed for my benefit by Ohio Harness Horse Breeders, Inc.