

C O N S I G N O R ' S   C O N T R A C T



***Selected Horses of Racing Age  
October 26, 2008***

*Entries will be screened on Racing Performance, Pedigree and/or Conformation.*

*Entry fees are refundable for horses that are not selected.*

**PER THE NEW CONDITIONS OF SALE, ANABOLIC STEROIDS ARE  
PROHIBITED WITHIN 45 DAYS OF SALE.**

*Entry Fee / Deadlines*

**Early Entries Close August 15th . . . . . \$500.00**  
(Entire entry fee applies to sale commission)

**OR**

**Entries Close September 5th . . . . . \$1,000.00**  
(\$500 of entry fee applies to sale commission)

*Commission Schedule*

**5% on Sales  
2 1/2% on RNA's (maximum \$10,000)  
No Minimum Commission**

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**Barretts Equine Limited**

Hinds Pavilion - Fairplex • Gate 12, White Avenue  
P.O. Box 2010, Pomona, California 91769  
Tel: (909) 629-3099 • Fax: (909) 629-2155  
E-mail: info@barretts.com • Website: barretts.com



OFFICE USE ONLY	
ENTRY #	_____
OWNER #	_____
AGENT #	_____
ENTRY SIGNED	_____
A/C #	_____

**OCTOBER 26, 2008**  
**Final Entries Close September 5, 2008**

(see page one for details)

CONSIGNED BY \_\_\_\_\_

(The manner in which this line is filled out is how it will appear at the top of the catalogue page. If agent's name is to appear, please note above.)

Registered Owner(s) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

Entry fees may be charged to your  
**VISA, MASTERCARD**  
 or **AMERICAN EXPRESS.**



\_\_\_\_\_ Total Fees \$

\_\_\_\_\_ Account No.

\_\_\_\_\_ Expiration Date

**PLEASE NOTE:** There are new rules that will be included in the sale catalog related to the use of anabolic steroids (Condition THIRTEENTH), disclosure of invasive joint surgeries (Condition TWELFTH, D) and Ownership Disclosure. Please visit Barretts web site for current Conditions of Sale.

Please print name of horse	Color	Sex	Date Foaled			Sire, Dam, Sire of Dam	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)
			Mo.	Day	Yr.		
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	

Please print name of horse	Color	Sex	Date Foaled			Sire, Dam, Sire of Dam	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)
			Mo.	Day	Yr.		
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	
						Sire:	
						Dam:	
						Sire of Dam:	
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						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	
						Sire:	
						Dam:	
						Sire of Dam:	
Please Check if Applicable <input type="checkbox"/> Registered State-bred (Send Proof of Registration)						State or Country where foaled:	

### SCHEDULE OF OTHER CHARGES

Withdrawal Fee.....	\$5,000.00
(unexcused, see #3 of Consignor's Contract)	
Jockey Club Certificate Correction.....	\$100.00
Jockey Club Certificate Late Fee.....	\$75.00
(unexcused, see #12 of Consignor's Contract)	

**ALL HORSES MUST BE IN THEIR ASSIGNED BARNs BY NOON FRIDAY, OCTOBER 24, 2008\***

\*Unless excused by General Manager

***Please Note...***

This contract **MUST** be **Signed** and accompanied by **Entry Fee** for each horse.

The following documents must be in the Barretts Office **NO LATER THAN TWO WEEKS PRIOR** to the start of the first sale session, otherwise a **\$75 late fee per horse will be charged.**

- The Jockey Club Certificate of Registration (or a copy of the Application for Registration) for each horse.
- A Certificate of Coggins Negative (date within 6 months of sale).
- A Health Certificate dated within 30 days of sale date.



# AGENT AUTHORIZATION

THIS FORM CANNOT BE MODIFIED WITHOUT THE WRITTEN CONSENT OF THE AGENT AND BARRETTS

I hereby appoint as my agent for the sale listed above:

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

\_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

I hereby authorize my agent and grant to him or her the full power and authority to act for me in all matters necessary, convenient or incidental to the sale of any horse by me, and to do all things which I would be entitled to do in connection with the sale of the horses listed on the above referenced entry form, including but not limited to: execute all documents; bid on any horse consigned by me; designate a reserve price and sign a reserve authorization; withdraw such horses consigned by me subject to such fees, refund or conditions as set forth in the Consignor's Contract, Entry Blank and Conditions of Sale; provide information on current training or breeding status, or other information for inclusion in the catalog or announcements from the auction stand; warrant on my behalf the accuracy thereof; and receive the proceeds of the sale.

The undersigned hereby warrants and represents that he or she is authorized to execute this Authorization on behalf of each and every owner of the subject horses and on behalf of the entity or entities, if any, who are owners. **This Authorization must be signed by an owner, or an officer, general partner, or legally authorized principal of an owner that is not an individual.**

This Authorization may not be revoked or modified except in writing signed by my agent and me, and approved in writing by Barretts.

Name of Owner: \_\_\_\_\_

(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(If owner is other than an individual, print or type name of individual signing this Authorization and his or her title)

Signed on (date) \_\_\_\_\_

**IF YOU WISH TO USE THE SERVICES OF AN AGENT, YOU MUST COMPLETE AND FILE THIS AUTHORIZATION FORM WITH BARRETTS**

*CONSIGNOR'S CONTRACT – READ BEFORE SIGNING*

TO: Barretts Equine Limited (“Barretts”)

1. Consignor agrees to enter and sell each of the horses listed elsewhere on this Contract (individually, the “Horse” and collectively, the “Horses”) in the referenced sale (“Sale”). Consignor appoints Barretts to act as Consignor’s attorney-in-fact with the Jockey Club, governmental agencies and racing authorities for the purpose of making applications to, or other transactions with, any of the foregoing and documenting transfers of the Horses.

2. Consignor agrees to pay Barretts (i) an entry fee for each of the Horses in the amount specified elsewhere in this Contract; (ii) a sales commission of five percent (5%) of the last bid, on each Horse sold or bid in for Consignor’s account, with a minimum commission per Horse specified elsewhere in this Contract; (iii) any charges by Barretts, including the charges set forth elsewhere in this Contract; and (iv) for applicable Horses, the Barretts’ sales stakes nominating fee in an amount specified elsewhere in this Contract. The entry fee is earned upon acceptance of the entry of any Horse by Barretts. The commission and any sales stakes nominating fee are each earned at the fall of the hammer for the Horse, even in the event that the Horse is returned to Consignor as unsold pursuant to the Conditions of Sale, or receives no bid.

3. Consignor agrees to pay Barretts a withdrawal fee in the amount set forth elsewhere in this Contract for each withdrawn from the Sale (“Withdrawn Horse”). In the event that a Withdrawn Horse is claimed or sold privately, either within 30 days before, or within 60 days after, the last session of the Sale, Consignor agrees to pay Barretts five percent (5%) of the claiming price or private sales price, or the minimum commission applicable, whichever is higher, less any withdrawal fee previously paid for such Horse. Consignor agrees to inform Barretts in writing of any such claim or sale, and amount thereof, promptly upon its occurrence.

4. Consignor agrees that all amounts owed to Barretts, if not paid within thirty (30) days of the last session for the Sale, shall bear interest at the maximum legal rate, not to exceed one and one-half percent (1½%) per month, commencing from the day of the last session of the Sale.

5. Consignor agrees that Barretts is authorized to deduct and/or withhold from payments made by the buyers of the Horses any amounts owed to Barretts by any of the owners or sellers of the Horses. NET PROCEEDS OF THE SALE OF A HORSE WILL BE REMITTED TO CONSIGNOR SIXTY (60) DAYS FROM THE LAST SESSION OF THE SALE, PROVIDED THAT CONSIGNOR HAS FULLY PERFORMED ALL OF CONSIGNOR’S OBLIGATIONS UNDER THIS CONTRACT AND THE CONDITIONS OF SALE, AND PROVIDED FURTHER THAT THE BUYER HAS MADE NO CLAIM AND IS NOT IN DEFAULT. SHOULD BUYER MAKE A CLAIM OR BE IN DEFAULT, BARRETTS IS NOT OBLIGATED TO REMIT ANY PROCEEDS OF SALE UNTIL SUCH CLAIM OR DEFAULT HAS BEEN FINALLY RESOLVED AND BUYER HAS FULLY PAID. Consignor agrees that Barretts shall not be obligated to commence any legal, arbitration or other proceedings to resolve a buyer’s claim, to collect payment from buyer or to resolve any dispute between Consignor and buyer. Consignor agrees that in the event a buyer has defaulted on the purchase of any Horse, and has also defaulted on the purchase of any other horse in this Sale, and buyer makes a partial payment in connection with buyer’s purchases at the Sale, regardless of whether buyer designates how such payment is to be allocated, Barretts shall be entitled, in its sole and absolute discretion, to apply any such payment to each horse on which buyer has defaulted in the same ratio as the amount in default on such horse bears to the aggregate total of the amount of default of the buyer.

6. Consignor agrees that Barretts shall have the right, power and authority, in its sole and absolute discretion to do, at any time, any or all of the following, without liability to Consignor, or altering any of Consignor’s obligations to Barretts: (i) not to accept, to reject or to revoke any entry of any of the Horses; (ii) to withdraw any of the Horses from the Sale; (iii) to refuse to sell any of the Horses; (iv) to refuse to allow any Horse or Consignor (and/or any of Consignor’s agents, employees, servants, riders, independent contractors or invitees) to use the Sale premises, facilities or grounds; (v) to change the date of the Sale or location of the Sale premises, facilities or grounds; (vi) to determine the order of sale of horses in the Sale; (vii) to assign and/or change stall or stabling assignments; (viii) to take

any actions in implementing or upholding the Conditions of Sale or this Contract; and/or (ix) to extend credit, or make other financial arrangements with, any buyer of any of the Horses, whether upon application made by buyer prior to or after the commencement of the Sale.

7. Consignor agrees to perform and observe all terms, conditions, covenants and warranties to be performed or observed by Consignor in the Conditions of Sale that appear in the catalog for the Sale. Consignor agrees to abide by the rules of the owner and/or operator of the Sales premises, training facilities or grounds and the rules and the customs or practices of Barretts for sales conducted by Barretts, including the prohibition of the use of specified medications.

8. Consignor warrants, represents and agrees that all information that is provided by Consignor to Barretts, and the information contained in the catalog for the Sale regarding the Horses, is complete, accurate and has no omissions. Consignor agrees to review the catalog and all announcements made for this Sale and shall immediately notify Barretts of any errors and/or omissions in the same.

9. Consignor agrees that should Barretts determine that Consignor, or any representative Consignor, knew or should have known that a Horse had, at the time of the Sale, any condition or defect affecting its suitability to be trained for racing, suitability for racing, or suitability for breeding (for a Horse sold as breeding stock), and such condition or defect was not announced from the auction stand by Consignor prior to the fall of the hammer for the Horse, Barretts shall be entitled, in its sole and absolute discretion, to return the Horse to Consignor as unsold with refund of purchase price paid, and reimbursement by Consignor to the buyer for the reasonable expenses for keep, maintenance, and transportation of such Horse from the fall of the hammer.

10. Consignor agrees to deliver to Barretts at least two (2) weeks prior to the start of the Sale, the Jockey Club Certificate of Registration, applicable Stallion Service Certificate and every other required certificate or document for each Horse. In the event that any such certificate or other certificate or document is not so delivered, Consignor shall pay Barretts a fee of \$75 per certificate or document, plus any fees or other costs for any applications made to obtain such certificate or document. Consignor agrees, represents and warrants that Consignor has paid, and submitted all information requested by the Jockey Club, or other organization, for any required certificate or document, and shall promptly pay any such unpaid fees and submit all information that is lacking or missing. Consignor further agrees that if any required Stallion Service Certificate is not timely delivered to Barretts, Barretts shall be entitled, in its sole and absolute discretion, to make a reserve bid to cover any outstanding stud fees, plus Barretts’ commissions, fees and charges, and deduct and/or withhold from the sales proceeds an amount equal to such reserve bid. Regardless of any provision to the contrary, Barretts is not obligated to remit to Consignor any sales proceeds until all applicable Jockey Club Registration Certificates, Stallion Service Certificates or other certificates or documents for all Horses have been delivered to Barretts. Barretts shall have the right to withhold delivery of all Jockey Club Registration and Stallion Service Certificates for all Horses returned to Consignor for any reason until such time as each of the accounts with Barretts for each of the sellers of the Horses have been paid in full. In order to secure payment of any or all amounts required to be paid to Barretts by the Consignor under this Contract or the Conditions of Sale, Consignor hereby grants Barretts a “Security Interest” in each of the Horses, and all Jockey Club Registration or Stallion Service Certificates for the Horses, and all foals, products or proceeds of the Horses, in the amount of any outstanding sum owed to Barretts and Consignor authorizes Barretts to sign any “Financing Statement” or “UCC-1 Form” as Consignor’s attorney-in-fact.

11. Consignor agrees and acknowledges that Barretts has the right, in its sole and absolute discretion, to examine (including physical examination), test (including blood, urine or other sample) and x-ray any of the Horses, at anytime without prior notice, and to select the veterinarian(s), laborator(ies) or other person(s) who will conduct the examination, testing, and x-rays and interpret the results. Consignor shall not have a right, nor shall Barretts have any obligation, to conduct testing on a split sample. Consignor hereby gives Barretts and each of its representatives or designees access to the Horses necessary to take such examination, test or x-ray. Consignor releases, discharges and waives and relinquishes the “Barretts Released” (hereinafter defined) and all veterinarian(s), laborator(ies) or other person(s) selected by Barretts, from any and all claims, liabilities, damages

*continued* •

or losses arising from or by reason of such examinations, tests or x-rays, or the use or disclosure thereof.

12. Consignor agrees that Barretts and its representatives or designees shall have the right, in its sole and absolute discretion, to conduct inspections, examinations and tests, without prior notice, of all Sale areas, facilities and grounds, including without limitation, stables, offices and tack rooms, used or otherwise occupied by Consignor or Consignor's sales staff or representatives. Consignor agrees to maintain complete and accurate daily training and medication reports of all Horses for all periods that the Horses are on the Sale premises and to forthwith submit to Barretts any training and medication reports requested by Barretts.

13. Consignor agrees to care for and maintain each Horse in the event that the buyer of the Horse does not take possession of the Horse when and as required by the Conditions of Sale.

14. Consignor releases, discharges, waives and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever Consignor has, may have, or hereafter may have against Barretts, the owners and/or operators of the Sale premises, facilities or grounds, auctioneers, and each of their respective directors, officers, partners, shareholders, owners, employees, representatives, agents, sponsors, personnel, independent contractors (jointly and severally the "Barretts Released") from, or arising out of, any or all of the foregoing: (i) any description, identification, accident, sickness, disease, theft or death to or of any of the Horses (and any in utero foal thereof); (ii) any injury, damage or destruction of any property of Consignor (or of any of Consignor's agents, employees, representatives, servants, riders, independent contractors or invitees); (iii) the training, riding, stabling, showing or other use of any of the Horses; (iv) any injury, damage or loss caused by the Horses; (v) the use or occupation of any of the Sale premises, facilities or grounds by Consignor, or Consignor's agents, employees, representatives, servants, riders, independent contractors or invitees; (vi) a buyer's or prospective buyer's credit-worthiness, payment or non-payment by buyer or any decisions by Barretts regarding the granting of credit to, or the making of financial arrangements, with a buyer or prospective buyer; (vii) any actions taken by Barretts in either implementing or upholding either the Conditions of Sale or this Contract, and/or (viii) Barretts' settlement of Consignor's account and payment of proceeds of sales, wherever or however any of claims, liabilities, damages, or losses may occur, whether caused or contributed to, in whole or in part, by any alleged passive or active negligent or grossly negligent act, omission or conduct by or of the Barretts Released. Notwithstanding anything provided in this Contract to the contrary, the Barretts Released shall not be liable for any lost profits or revenues, or any incidental, special or consequential damages.

15. Consignor agrees to defend, indemnify or hold Barretts Released harmless from any and all claims, liabilities, damages or losses, including but not limited to, all reasonable expenses and attorney's fees incurred by the Barretts Released, in connection with each of the foregoing: (i) the training, riding, stabling, showing or other use of the Horses; (ii) any injury, damage or loss caused by the Horses; (iii) the use or occupation of any of the Sale premises, facilities or grounds by Consignor, or Consignor's agents, employees, representatives, servants, riders, independent contractors or invitees; (iv) any actions taken by Barretts in either implementing or upholding the Conditions of Sale or this Contract; (v) any failure or refusal by Consignor to perform or observe any term, condition, covenant or warranty to be performed or observed by Consignor under this Contract or the Conditions of Sale; and/or (vi) Barretts' settlement of Consignor's account and payment of sales proceeds, wherever or however any of the foregoing may occur. The defense of the Barretts Released shall be with counsel chosen by the Barretts Released, but paid for by Consignor. The Barretts Released shall be defended, indemnified and held harmless regardless of whether any claim, liability or damage or loss is caused or contributed to, in whole or in part, by the passive or active negligent or grossly negligent act, omission or conduct by or of any of the Barretts Released.

16. The provisions of paragraphs 9, 11 and 12 of this Contract shall not be construed, and are not intended, as giving any warranty to any buyer against any such condition or defects and is not intended to inure to the benefit of any buyer. Nothing shall require Barretts to inform any buyer, or any other person, of any of the matters which are the subject of paragraphs 9, 11 or 12; provided, however, that Barretts shall be entitled, in its sole and absolute discretion, to disclose any such matters, without incurring any

liability. All information concerning the identity of owners, sellers and Consignors; sales prices; claims, defaults and failures to perform; and the settlement of accounts and payment of sales proceeds shall not be deemed to be confidential in nature and Barretts shall be entitled, in its sole and absolute discretion, to disclose any such information without incurring any liability.

17. If Consignor desires to set a reserve price on any Horse, Consignor must make such request in writing and submit it to Barretts' Reserve Counter, and have the same accepted by an authorized representative of Barretts, not later than thirty (30) minutes, or fifteen (15) hip numbers, prior to the Horse entering the auction ring for the Sale, whichever is later (the "Reserve Deadline"). Consignor releases, discharges, waives and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever Consignor has, may have or hereafter has against the Barretts Released from, or arising out of, any reserve price orally requested by Consignor or any reserve price requested by Consignor after the Reserve Deadline. In the event a Horse is sold to a buyer for less than the price designated on a proper and timely reserve, Barretts' liability shall be limited to paying the Consignor an amount not to exceed the reserve, less the commission on the sale. In the event a Horse is not sold due to the auctioneer incorrectly bidding above the price designated on a properly and timely reserve (or due to the auctioneer believing that a reserve was designated when no reserve was designated by the Consignor), the Horse may, at the option of Consignor, be brought back in the auction ring to be offered for sale, time and conditions permitting, as determined in the sole and absolute discretion of Barretts; provided, however, that regardless of whether the Horse is brought back into the auction ring or the results thereof, Barretts agrees to waive any entry fees or commissions with respect to such Horse and Consignor releases, discharges, waives and relinquishes all other rights, claims or obligations against the Barretts Released with respect to such Horse. Consignor further releases, discharges, waives and relinquishes any and all claims, liabilities, damages or losses against the Barretts Released in selecting a reserve price, or refusing to recognize a reserve price, in the event that more than one reserve price has been requested for a Horse.

18. In the event this Contract is executed by an agent of Consignor, such agent shall on this Contract identify by name each of the owners of each of the Horses and such agent represents and warrants that he, she or it has actual authority to execute this Contract on behalf of, and to bind, all of the owners of all of the Horses to this Contract. If all the principle(s) of the agent are not identified by name on this Contract, agent acknowledges that agent and each of the owners are jointly and severally liable for all obligations and duties contained in or arising out of the entry or sale of the Horses, this Contract or the Conditions of Sale.

19. Any dispute, claim or controversy arising out or relating to this Contract will be determined by an arbitration in accordance with Conditions Fourteenth(C) and Seventeenth of the Conditions of Sale. None of the terms and conditions set forth herein shall be modified or waived except in writing signed by Barretts' General Manager and the party affected thereby. Consignor agrees and acknowledges that any waiver by Barretts of the Consignor's Contract or Conditions of Sale, including any prior waivers thereof, shall not constitute any precedent nor shall they bind Barretts to make any similar, different or future waiver. This Contract shall not be interpreted against Barretts. If any provision or portion of this Contract is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of the Contract, and they shall be continued and enforced as if such illegal or invalid provision or portion had never been inserted herein.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PLEASE PRINT OR TYPE NAME

\_\_\_\_OWNER \_\_\_\_\_AGENT