



# Ocala Breeders' Sales Company, Inc.

## Consignor's Contract for the June Sale of Two-Year-Olds In Training and Horses of Racing Age

to be held

June 17 - 19, 2025

Under Tack Show June 9 - 14, 2025

### ENTRY FEE

\$600 at time of entry

### COMMISSION SCHEDULE

(minimum commission is \$500)

Sold Horses: 5% of final bid.

Unsold Horses: 5% of final bid up to \$50,000, plus 2 ½% in excess of \$50,000

## **ENTRY DEADLINE APRIL 4TH, 2025**

### IMPORTANT NOTICES

- Jockey Club Registration Assignment and all other required documents must be on file in the administration office on or before **June 6th, 2025** (See #8 of Consignor's Contract for late fee.)
- Entry fee is earned upon receipt of contract and is non-refundable
- This contract will not be accepted without the signature of the consignor or his authorized agent on back.
- All horses catalogued will be subject to a blood and/or urine sample to be drawn immediately after their appearance in the under tack show.

### REQUIRED DOCUMENTS TO BE ON FILE

- Assigned digital certificate
- Coggins Test (dated within six (6) months of sale)
- EVA Test (dated within 90 days of sale)
- Vaccination Schedule
- All 2-year-olds entered and accepted for this sale of 2-year-olds in training must have been in training for a minimum of ninety (90) days.
- All horses must be on the sale grounds 7 days prior to the sale.
- **ALL HORSES MUST GALLOP OR BREEZE ON THE TRACK AT THE UNDER TACK SHOW**

To be conducted by

Ocala Breeders' Sales Company, Inc.

P.O. Box 99 Ocala, FL 34478 ■ 1701 SW 60th Avenue, Ocala, FL 34474

Phone: (352) 237-2154 Fax (352) 237-3566 website: [obssales.com](http://obssales.com) email: [obs@obssales.com](mailto:obs@obssales.com)

# OBS Two Year Olds In Training and Horses of Racing Age Sale, June 2025

## Owner Information

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

## Consignor Information

TO BE SOLD IN  
THE NAME OF \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

Please be sure to have all required paperwork on file with OBS prior to the appropriate deadlines.

All entries must be accompanied by Jockey Club Certificates or Entry Fee. Entry Fees and Nomination Fees may be paid by Visa, Master Card or Discover Card.

Please read and sign the Consignor's Contract on the back page of this form.

Please be sure to complete the Authorized Agent Form below.

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## Authorized Agent

(This form must be notarized)

DATE \_\_\_\_\_ 20\_\_\_\_

To: OCALA BREEDERS' SALES CO., INC.

I have this day appointed \_\_\_\_\_

Print Name

\_\_\_\_\_  
Address

to act for me in the 2025 JUNE TWO-YEAR-OLDS IN TRAINING AND HORSES OF RACING AGE SALE. Said appointee, as my duly appointed and authorized agent, shall have full power and authority to act for me in any and all matters in connection with or arising out of the sale of horses at the aforementioned sale. Said agent is further authorized to execute any and all documents in connection with the sale and receive any and all funds and to do all things incidental to and in furtherance of the sale of horses. I authorize the payment of all proceeds of sale to my agent. This agency is revocable only in writing, prior to date of sale.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## June Two Year Olds and HRA 2024

Entry Code	Name		Color	Sex	Date Foaled			Sire	Dam
					M	D	Y		
Fees Paid	State Foaled In	Reg. State Bred?	Entered Gallop Only?		Owner				Dam Sire
No. Horses	Location of Horse				Location Address				
	Contact Person for Horse Location				Contact Phone			Contact Email	
FOR OFFICE USE ONLY Date Received	Stakes Engagements								
Entry Code	Name		Color	Sex	Date Foaled			Sire	Dam
					M	D	Y		
Fees Paid	State Foaled In	Reg. State Bred?	Entered Gallop Only?		Owner				Dam Sire
No. Horses	Location of Horse				Location Address				
	Contact Person for Horse Location				Contact Phone			Contact Email	
FOR OFFICE USE ONLY Date Received	Stakes Engagements								
Entry Code	Name		Color	Sex	Date Foaled			Sire	Dam
					M	D	Y		
Fees Paid	State Foaled In	Reg. State Bred?	Entered Gallop Only?		Owner				Dam Sire
No. Horses	Location of Horse				Location Address				
	Contact Person for Horse Location				Contact Phone			Contact Email	
FOR OFFICE USE ONLY Date Received	Stakes Engagements								
Entry Code	Name		Color	Sex	Date Foaled			Sire	Dam
					M	D	Y		
Fees Paid	State Foaled In	Reg. State Bred?	Entered Gallop Only?		Owner				Dam Sire
No. Horses	Location of Horse				Location Address				
	Contact Person for Horse Location				Contact Phone			Contact Email	
FOR OFFICE USE ONLY Date Received	Stakes Engagements								

## Consignor's Contract

Please read before signing

In consideration of the covenants, warranties and undertakings of Ocala Breeders' Sales Company, Inc., (Herein, "OBS"), and the undersigned (herein, "I", "ME", "MY", or "CONSIGNOR") the parties agree that the horses listed upon this entry application are submitted for inclusion in the sale listed on the face of this contract as follows:

1. I hereby warrant title to each horse entered by me and agree to defend said title against all adverse claims, I appoint OBS as my agent in the named Sale at public auction of the named horses with full authority to transfer title thereto and to receive the proceeds of such sale for my account and to distribute sales proceeds as OBS reasonably believes to be appropriate. I covenant and agree to indemnify and hold harmless OBS from any and all costs, liabilities and sundry expenses (including attorney's fees) incurred for any reason, including but not limited to any action arising out of any question of title to any or all of the named horses, or any disputes concerning identity, engagements or warranties of any or all of the named horses, any attachments, or claims against the net proceeds from the sale thereof, whether initiated by the Consignor or a third party. I agree to pay OBS any reasonable charges associated with costs necessary to correct any errors or omissions in the Jockey Club Registrations. I hereby represent and aver under penalty of perjury that no horse entered by me is subject to any lien of any nature whatsoever except for those disclosed in writing to OBS and I make such representation and averment with full knowledge that the auctioneer has relied upon such representation and averment in accepting for sale the horses herein consigned by me. I agree also 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 the named horses shall remain with me until title passes to the buyer or buyers at time of sale.
2. I agree to hold OBS harmless of any damage to me in the event unusual or unforeseen circumstances result in the change of location, change of time or date, cancellation, or similar modification of the named Sale or failure to catalogue correctly any horse consigned. I agree to abide by all established customs and practices of sales conducted by OBS.
3. AS A MATERIAL INDUCEMENT TO OBS TO ALLOW ME, MY HORSES, MY EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND OTHERS ON OBS' PREMISES, I HEREBY WARRANT AND REPRESENT ON BEHALF OF MYSELF AND ALL OTHERS, THAT I HAVE ADEQUATE INSURANCE TO PROTECT ME AND OBS FROM ANY AND ALL CLAIMS AND LIABILITY UNDER WORKMEN'S COMPENSATION ACTS, AND CLAIMS FOR INJURY OR DAMAGE TO PERSON OR PROPERTY COVERING ALL ACTIONS AND OPERATIONS, INDEPENDENT CONTRACTORS, CONTRACTUAL LIABILITY CLAIMS AND ANY OTHER LIABILITY OF EVERY KIND AND NATURE UNDER A COMPREHENSIVE GENERAL LIABILITY POLICY OF INSURANCE. IN CONSIDERATION OF THE ACCEPTANCE OF THIS CONSIGNOR'S CONTRACT, I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OBS FROM ANY AND ALL DAMAGES, CLAIMS, DEMANDS, OR SUITS ARISING OUT OF OR RESULTING FROM ANY ACTIVITIES OF ANY KIND OR NATURE ON THE PREMISES OR OCCURRING IN CONNECTION THEREWITH, EVEN THOUGH OBS MAY BE GUILTY OF ANY NEGLIGENCE WHATSOEVER, ACTIVE OR PASSIVE, IN THE CIRCUMSTANCES, EXCEPT THAT I SHALL NOT SO INDEMNIFY OBS WHERE THE INCIDENT GIVING RISE TO THE CLAIM FOR INDEMNITY RESULTS FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF OBS. I SHALL ALSO DEFEND ALL SUITS BROUGHT AGAINST OBS ON ACCOUNT OF ANY INCIDENT GIVING RISE TO A CLAIM FOR INDEMNITY AND I SHALL REIMBURSE OBS FOR ANY AND ALL EXPENSES OF DEFENDING SAID SUITS OR CLAIMS, INCLUDING REASONABLE ATTORNEY FEES.
4. I agree to pay OBS the entry fee stated herein for each horse entered by me in this Sale, which payment shall accompany this contract. In each and every case this entry fee is earned at the time of entry and is non-refundable. I further agree that OBS shall deduct from my account and retain sales commissions as described on the title page of this contract. In the event of any deficit in my account, I shall immediately pay to OBS the balance due. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even in the event the horse is returned to me as unsold pursuant to the conditions of sale or receives no bid. Any unpaid balance shall be subject to a finance charge of one and one-half (1 ½%) percent per month (18% per annum) from date of sale. An additional .05% will be deducted from the sale of each horse to benefit the Thoroughbred Aftercare Alliance (This represents \$50 for every \$100,000 in sales.) RNA's are not included in this deduction.
5. I hereby authorize OBS to extend credit to any purchaser of any horse entered by me, except that I reserve the right to revoke this authorization within thirty minutes of sale of such horse. I AGREE THAT SHOULD ANY PURCHASER FAIL TO PAY FOR ANY HORSE SOLD BY ME AS PROVIDED IN THE FIFTH CONDITION OF SALE OR REFUSE TO PAY FOR SUCH HORSE BECAUSE OF CLAIM OF MISREPRESENTATION OR DEFECT OF SUCH HORSE, WHETHER OR NOT SUCH CLAIM IS VALID OR MADE IN A TIMELY MANNER, OBS MAY WITHHOLD PAYMENT OF NET PROCEEDS OF SALE OF SUCH HORSE UNTIL SUCH CLAIM HAS BEEN RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY OBS. OBS MAY, IN ITS SOLE AND EXCLUSIVE DISCRETION, ELECT TO MAKE FULL OR PARTIAL SETTLEMENT WITH CONSIGNOR DESPITE A DEFAULT BY PURCHASER. SUCH ELECTIONS BY OBS SHALL NOT CONSTITUTE A WAIVER, NOR ESTABLISH A CUSTOM AND SHALL NOT ABROGATE OBS' RIGHT TO WITHHOLD SETTLEMENT FROM CONSIGNOR IN ANY CASE WHERE THE PURCHASER HAS DEFAULTED. I agree that payment to me of net proceeds of sale of any horse or horses sold by me in this sale be made by OBS no less than thirty days from date of sale. I further agree that OBS shall withhold payment for any horse until the Jockey Club Certificate is delivered to OBS and further until the Stallion Service Certificate for in-foal broodmares is delivered. I agree that in the event the successful bidder for any horse or horses entered by me in the named 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 OBS, such horse may be immediately put up for resale for my account and OBS shall not be liable for any deficit should the final bid or resale be less than that on the initial sale. I further agree that should conditions make immediate resale as herein provided impossible, such horse or horses may be returned to me as unsold.
6. I agree that I will not sell privately or at auction, nor make any commitment to sell, nor otherwise dispose of any horse entered by me in the named Sale, and that should I fail to abide by this contractual obligation, I shall forthwith pay OBS the sum of \$1,000.00 or a sum equal to 10% of the actual sales price of the horse, whichever is greater, whether such sale is consummated prior to or 60 days following the named Sale. It is understood between the parties of the contract that should any horse entered by me in the named Sale be claimed or be sick or injured to an extent rendering it unfit for sale, such horse may be withdrawn without penalty on presentation to OBS of a Veterinarian's certificate stating the specific nature of the withdrawal. Such certificate must be received by OBS within ten (10) days of withdrawal. I further agree that OBS shall have the right to have such withdrawn horse or horses examined by a veterinarian of its choice. Should such veterinarian not concur that withdrawal is justified under the facts, I agree to the appointment of a referee veterinarian acceptable to both the veterinarian representing me and the veterinarian representing OBS, whose opinion in the matter shall be final and binding on all parties. Any horses not presented for a reason not contemplated herein shall be subject to a withdrawal fee of \$500.00 which I agree to pay forthwith to OBS immediately after the named Sale. I FURTHER AGREE TO AN ADDITIONAL PENALTY OF \$1,000.00 FOR EACH HORSE ENTERED AND DELIVERED TO THE SALES COMPLEX THAT DOES NOT PASS THROUGH THE AUCTION RING UNLESS EXCUSED BY A VETERINARIAN DESIGNATED BY OBS.
7. I agree that OBS shall have the sole discretion and power: 1) to reject any entry at any time upon tender of return of entry fee, 2) to determine the order of sale of all entries, 3) to assign or change stabling facilities as it deems necessary, 4) to make or not to make any special announcements at time of sale concerning any horse entered and 5) change the date or location of the sale.
8. I agree to deliver to OBS at least 10 (ten) days prior to the start of the first sales session or as otherwise stated herein, the Jockey Club Certificate of Registration or the digital assignment of the Certificate and every other required certificate or document for each horse entered by me in the named Sale. I FURTHER AGREE THAT OBS IN ITS SOLE DISCRETION SHALL HAVE THE RIGHT TO REFUSE TO SELL ANY HORSE FOR WHICH REQUIRED DOCUMENTS ARE NOT RECEIVED BY SUCH DATE OR ASSESS A LATE FEE OF \$100.00 (ONE HUNDRED DOLLARS). Further, I irrevocably appoint OBS as my Attorney In Fact for purposes of doing any and all acts necessary to obtain and collect from any race track management, the Jockey Club or the Custodian, the Jockey Club Certificate of Registration or any other required document for each horse entered by me in the named sale. I further agree OBS shall have a security interest in the horse or horses consigned under this contract including the right to hold the Jockey Club Certificate of such horse or horses pending settlement of any and all accounts, whether on this horse or any other, or for any other reason determined by OBS in its sole discretion.
9. I agree to deliver to OBS, for each horse entered by me, a certificate from an approved laboratory based upon the most recent Coggins Test for Equine Infectious Anemia (EIA) administered to such horse within six (6) months of date of sale or as otherwise indicated herein, indicating a negative result of such test.
10. I agree that no horse entered by me in the named Sale shall be entered in any race on the day of the named Sale, or the day following, stakes races excepted, or unless approved by OBS in writing in advance.
11. I acknowledge that OBS may, from time to time, waive provisions of Consignment Contracts or the Conditions of Sale but I agree that such waiver shall not constitute or commit OBS to make a similar waiver in the future.
12. If this Contract is executed by an agent, the agent agrees to be jointly, severally, and personally liable with his principal for furnishing the documents provided for herein, and thus will be personally liable for all damages resulting from failure to furnish the aforesaid documents and agent further agrees to hold OBS harmless for all such damages.
13. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to buyers, sellers and consignors shall not be deemed to be confidential in nature. All parties agree that OBS may, but shall not be required to, disclose such information without incurring liability to any party.
13. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to buyers, sellers and consignors shall not be deemed to be confidential in nature. All parties agree that OBS may, but shall not be required to, disclose such information without incurring liability to any party.
14. I REPRESENT AND WARRANT THAT I HAVE READ THE FOREGOING TERMS AND THE CONDITIONS OF SALE AND AGREE TO ABIDE BY THEM AND HAVE SIGNED THIS CONTRACT WITH FULL AND COMPLETE UNDERSTANDING THEREOF.

\_\_\_\_\_  
OBS Representative

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: \_\_\_\_\_ Authorized Agent \_\_\_\_\_