



Name of Consignor: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_

Horse Information  
 (One horse per consignment form)

Horses Name: \_\_\_\_\_

Breed/Breeds: \_\_\_\_\_ check if Grade: \_\_\_\_\_

Registration Association: \_\_\_\_\_ Registration #: \_\_\_\_\_

Age (birthdate): \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Color: \_\_\_\_\_ Gender: \_\_\_\_\_

**\*\* Attach copy of registration papers if registered \*\***

Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

additional description can be listed on back of form or additional paper

Return your consignment form to:

Cowboy State Select Sale  
 2102 Bear Creek Road  
 Shell, WY 82441

Include: Page 1 & 2 of this form, Photo, Copy of registration papers if Registered, and consignment fee of \$200.

	Consignment Fee	Commisson	Brand inspection	Yardage	NO SALE
Horse	\$200	8%	\$15	\$25 daily	\$100

**Catalog Deadline May 20**

Consignor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms

This contract is entered into between Seller (consignor) and Cowboy State Select Sale ( hereinafter referred to as Sale Management) pursuant to the following terms and conditions.

1. Consignment fee of \$200 per Horse shall be rendered to the management company upon return of consignment form. Cowboy State Select Sale has the right to reject any horse for any reason. If a horse is rejected from the sale the consignment fee will be returned.
2. In addition to the consignment fee the seller agrees to pay Cowboy State Select Sale an 8% commission on the final bid of all horses that sell, or a \$100 no sale fee. A never offered fee of \$200 shall be charged to any seller whose horse doesn't enter. The Management company reserves the right to publish horses sale prices and buyers names. If the horse is vetted out or dies prior to sale there will be no additional fees charged, buyer will not be refunded the consignment fee. Any consignment fees paid with a credit card will be subject to a 3.5% fee.
3. Upon execution of this contract the seller agrees to not sell the horse private sale prior to the above listed sale. The horse will be offered to the final bidder at 8% commission, if the consigner rejects the final bid price they agree to pay \$100 no sale fee. NO SALES must be announced prior to leaving the ring. In the event of serious injury, lameness, illness, or death seller agrees to notify the management company within 24 hours of discovery. If it becomes necessary to withdraw the animal, a veterinary statement shall state the date the horse was examined and should be specific as to the nature of the horses' problem. This must be received at least 24 hours prior to the sale commencement. A substitution horse will be at the discretion of the management company.
4. The Consignor is solely responsible for the care and safety of Animal until the gavel falls on sale day, at that time the horse will become responsibility of the buyer. At no time does the sale company have a pecuniary encumbrances against the horse. Consignor guarantees to the buyer that they have disclosed all known unsoundness, defects, vices, and serious health conditions. This includes but is not limited to: cribbers, bleeders, cryptorchids, positive HYPP, PSSM, nerved Horses, foundered horses, deviations from normal eyes, or unsound of wind, and that horse is on no medications to alter behavior or gaits.
5. Any unsoundness must be disclosed to the sale management company prior to the sale and called in the ring.
6. SALE MANAGEMENT reserves the right to reject the consignment of any consignor if it considers the animal unsuitable and/or unfit for sale. This determination shall be made at the sole discretion of the sales management company. Sale Management also reserves the right to (a) Determine the order of sale of all entries (b) to assign stabling facilities as it see fit, and (c) to change the time or date of the sale should unforeseen circumstances necessitate such a change, (d) subject animals to examination by appointed veterinarian prior to sale, and said will be sold on his/her findings. Any animal found to be in unsatisfactory condition or unsound will not be permitted to sell (consignment fee forfeited).
7. All registered animals must have their registration certificate and signed transfer or clear title of ownership turned in to sale management at check in or horse will sell grade. Health Papers must match brand inspection and consigner listed on consignment form. Whoever is listed owner on health paper will receive sale check (non brand state horses), in accordance with Wyoming State Law. The Consigner agrees that he/she will be present or have a duly authorized representative present to make sure the true representation of each horse (announcements at time of sale take president over all other representations either written or verbal and will be binding upon consignor).
8. Warranty: 48 hour soundness guarantee, unless otherwise stated on the block. Cowboy State Select Sale Considers sound: sight out of both eyes, good in the air, hits the ground sound all four, and does not crib. All disputes will be handled at the discretion of sale manager. Seller agrees to hold Cowboy State Select Sale harmless for all and any loss or damage to property, injury or death of person, caused themselves or animal at time of purchase. All sale checks sale be mailed within 10 days of sale.
9. Liability: Buyers, sellers, and agents of either, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk according to the laws of the State of Wyoming. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Cowboy State Select Sale, its principals, directors, officers, agents, employees, and volunteers, and every landowner, municipal and/or government agency upon whose property this activity is conducted, shall not be liable for injuries sustained by anyone attending the Cowboy State Select Summer Sale. Cowboy State Select Sale, and its associates act as AGENTS ONLY and are not responsible for buyer or seller error or misunderstanding. All information distributed is provided by the seller, and Cowboy State Select Sale is not liable for any misprints, distribution, or advertising of said information. If any claim or dispute is asserted or arises over the sale or consignment of any lot or animal sold at auction, it is agreed that venue for any dispute shall be resolved exclusively in the courts in Big Horn County, in the State of Wyoming, and that Wyoming law shall control this transaction or any claims or disputes which arise direct or indirectly out of this transaction in all respects. I verify that all photos submitted to Cowboy State Select Sale have full permission to be used for advertising and are free and clear from all photography copyright laws.
11. A Halter and lead rope in New condition is to be left with each animal upon their sale, if you don't leave one you will be charged for one.

Signature of Consignor: \_\_\_\_\_ date: \_\_\_\_\_