



Consignment Terms & Conditions – SMB Horse Sales, Inc.

Terms and Conditions of Consignment

1. **TITLE:** By submitting an online consignment form, Consignor agrees to the terms and conditions set forth below and swears that the information furnished regarding this entry is true and correct. Consignor further agrees that he/she has absolute and complete title/ownership to the entry listed in this document. In the event that SMB Horse Sales, Inc. is required to resort to legal action to enforce the terms of this contract, consignor agrees to pay attorney fees and costs associated with or arising from such action. This Consignment Agreement is to be construed as to form, substance, and procedure in accordance with the laws of the State of Utah, and the Consignor and Consignee hereby agree to submit to the jurisdiction and venue of a court of competent jurisdiction in Sevier County, Utah.
2. **LIABILITY:** As owner of the horse(s) consigned in any sale Consignor understands that he/she maintains ownership until the sale is final and at which time ownership transfers to the buyer. Consignor understands that SMB Horse Sales, Inc. is acting as the consignor's agent only and thus bears no responsibility or liability for ownership of the horse(s) at anytime during the consignment process. Consignor does hereby release and hold SMB Horse Sales, Inc. harmless from any and all responsibility and/or liability from any claims or legal action of any type arising from anything associated with this consignment sale and does further agree that should any such arise, the consignor will cooperate fully with SMB Horse Sales, Inc. to fully absolve them from any responsibility or liability which includes taking any necessary steps necessary to legally defend them against claims or lawsuits. SMB Horse Sales, Inc. acts as agents only and is not responsible for buyer/seller error or misunderstanding.
3. **WITHDRAWAL OR REJECTION:** SMB Horse Sales, Inc. reserves the right to reject any entry for any reason. Entry fees will only be refunded if rejected prior to the cataloging on www.smbhorsesales.com. Once cataloged, rejection, or withdrawal may come only as a result of unsoundness or "unfit for sale" conditions, and the entry may be made substituted on approval of SMB Horse Sales, Inc. Consigner agrees that once this application is accepted by SMB Horse Sales, Inc. the consigner is obligated to present the consigned animal at the time of sale or pay the "no sale / pass out" + the "never offered" fee listed below. If consigner sells the consigned animal privately prior to or on the date of the sale, consigner agrees to pay SMB Horse Sales, Inc. the commission fee listed below based on the private sale price + the "never offered" fee.
4. **SOUNDNESS GUARANTEE:**
 - a. Any irregularities or unsoundness of any kind must be made known to SMB Horse Sales, Inc. when consigning to the sale. SMB Horse Sales, Inc. is hereby authorized to announce any such findings before the horse is sold. Violation of this clause gives the buyer the right to return the horse to the consignor for a full refund, the consignor must forfeit the commission and accept the horse as unsold.
 - b. Consignor must provide Coggins results within 6 months of the sale, Brand Inspection specific to the sale, and Health Certificate within 30 days of sale on all horses consigned in the sale during the check in process.
 - c. For any registered horses, Consignor is responsible to ensure paperwork is provided to allow buyer to transfer registration into the buyer's name. If for any reason any registry disputes / declines transfer of ownership; the consignor is required to provide a fair resolution to the buyer.
 - d. All Guarantees are strictly between the buyer and seller.
5. **LIABILITY FOR ILLNESS:** I understand and agree that SMB Horse Sales, Inc. does not assume and will not accept any liability for injury, illness, or accident to any animal listed and/or consigned for sale.
6. **TRANSMITTAL OF DOCUMENTS:** The completed online registration form / entry fees must be received by SMB Horse Sales, Inc. to secure a spot in the sale. All registration certificates, transfer reports, breeder's certificates, foal applications must be submitted to SMB Horse Sales, Inc. prior to the start of the sale and all forms must be signed by the owner or legal agent thereof. SMB Horse Sales, Inc. will withhold payment to the consignor until the consignor furnishes to SMB Horse Sales, Inc. all necessary documents for the transfer of the horse to the new owner.
7. **REGISTRATION FEES & COMMISSION**
 - a. I agree to pay according to the fee schedule listed below
 - i. Consignment Fee
 1. \$150 each - Live Sale
 2. \$100 each - Online Only Sale
 - ii. 8% commission fee for each horse sold
 - iii. \$150.00 No Sale / pass out Fee
 - iv. \$200.00 Never Offered Fee
 - v. Applicable brand inspection fees
 - b. I do hereby agree that SMB Horse Sales, Inc. is authorized to deduct the selling fees and commission from the proceeds when making payment to me. I further agree that in the case of "No Sale / Pass Out" I will present payment to SMB Horse Sales, Inc. prior to removing the consigned animal from the property where the sale is being held.
 - c. I agree that if I sell the entry at the venue that the sale is being held, either before or after the animal has been through the sale ring, the transaction will go through SMB Horse Sales, Inc. and commission will be paid.
8. **PAYMENT OF PROCEEDS:** I hereby agree SMB Horse Sales, Inc. will tender payment to me in full for this consignment, having made the necessary deductions listed in these Terms and Conditions of Consignment, however SMB Horse Sales, Inc. is not required to make payment to me until the buyer has made satisfactory payment to SMB Horse Sales, Inc. and until all payments from the buyer have had funds clear the bank. In addition, payment will not be made until I have furnished SMB Horse Sales, Inc. all necessary documents for the transfer of the horse to the new owner.



Instructions for Submitting Consignment

- Consignor should complete the Online “Consignment Form” located at <https://www.smbhorsesales.com/form> for each horse
 - Sale date should be selected in the form
 - If Consigning multiple horses, the page will need to be refreshed after each horse is submitted
- Once “Consignment Form” is submitted for each horse, payment for the Consignment fee(s) should be made via the payment button above the form on the page.
 - For Online only sales, Consignor should enter the discount code “Online_Only” to adjust the consignment fee appropriately.
- Once Consignment is received, SMB Horse Sales, Inc. will send consignor a confirmation email advising if the horse has been accepted or not into the sale.
 - In the case SMB Horse Sales, Inc does not accept a horse or mule that has been consigned, the consignment fee will be refunded at that time. Consignment fees will not be refunded for any other reason.