



American Shetland Pony Club Inc.
Consignment Form
May 2-3, 2025 Bowling Green, Kentucky
Entries Close March 14, 2025

Consignor _____ ASPC Member Number _____

Address _____ City/State/Zip _____

Phone Number _____ E-mail _____

Animal Name _____ **Registration Number** _____

STALLION MARE GELDING ASPC AMHR ASPR Other _____

Foaling Date _____ Color/Markings _____

SIRE _____

SIRE _____

DAM _____

SIRE _____

DAM _____

DAM _____

OWNERS STATEMENT _____

BY CONSIGNING THIS ANIMAL TO THE AMERICAN SHETLAND PONY CLUB INC., PREMIER SALE, I AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH BY THE AMERICAN SHETLAND PONY CLUB INC., IN CONDUCTING THIS SALE. REGISTRATION CERTIFICATE AND SIGNED TRANSFER MUST BE INCLUDED WITH ENTRY FORM.

MAIL TO:
American Shetland Pony Club Inc.
Jill Gleason
81B East Queenwood Road, Morton, IL 61550
Jill@shetlandminiature.com

CONSIGNMENT FEE - \$150.00 _____
() TACK STALL - \$100.00 _____
TOTAL _____

**AMERICAN SHETLAND PONY CLUB INC.
SALE TERMS AND CONDITIONS OF CONSIGNOR'S CONTRACT**

BY ENTERING AN ANIMAL OR ANIMALS IN ANY SALE CONDUCTED BY THE AMERICAN SHETLAND PONY CLUB INC., (ASPC) AND THE CONSIGNOR OR HIS/HER AGENT SIGNING THIS ENTRY. THE CONSIGNOR DOES THEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

NO PRIVATE SALE/WITHDRAWAL FROM SALE. The Consignor agrees that after having consigned the animal to the sale of ASPC he/she will not dispose of it by private sale, either prior to or during the progress of sale, or at any time the animal is on the sale grounds and consignor hereby contracts to pay a penalty of TEN PERCENT (10%) of the actual selling price or \$500.00, whichever is greater, to ASPC, if this agreement is violated. Consignor also agrees that no animal will be withdrawn from the sale, except in case of injury or sickness, subsequent to the time of entry, sufficient in nature to prevent realizing a fair price. Consignor to provide written veterinary certificate.

RISK OF LOSS. The animals consigned to ASPC for sale are entirely at the risk of the CONSIGNOR until sold and fully paid for. ASPC will not at any time take title to, or have any responsibility for, the animals consigned to ASPC sale.

WARRANTIES OF CONSIGNOR. CONSIGNOR warrants title to each animal (including foals and foals in utero) free of any liens or encumbrances and agrees to defend title against all claims. The CONSIGNMENT must be registered in the CONSIGNOR'S name. CONSIGNOR warrants all information set forth herein regarding pedigrees, identity and engagements are true, correct, and complete. CONSIGNOR warrants that no animal that is suffering from contagious disease or is unsafe or vicious will be sent to the sale. CONSIGNOR acknowledges that CONSIGNOR is solely responsible for all information provided herein.

IDEMNIFICATION. CONSIGNOR agrees to defend, indemnify and hold harmless ASPC, its' members, agents, employees, successors and assigns from and against all losses, damages, liabilities, obligations, claims, actions, suits, proceedings, demands, judgments, assessments, fines, interest, penalties, costs, and expenses (including without limitation, settlement costs and reasonable legal, account, expert's and other fees, costs and expenses) incident to or related to this Consignor's Contract, these Terms and Conditions, any transaction contemplated hereby, any representations or warranties of Consignor including any matters related to the title pedigree condition, identity or engagement of any animal, the placement for sale of any animal of Consignor, or otherwise related to or arising from any action or omission of Consignor, consignor's agents, employees, officers, directors or assigns, or any animal consigned to ASPC for sale.

REFUSAL OF ENTRY. ASPC reserves the right to refuse any animal consigned for sale in its sole discretion for any reason or no reason.

REGISTRATION CERTIFICATE. The registration certification of each animal listed as must be registered to the CONSIGNOR and must be furnished with a clear title by the CONSIGNOR. The CONSIGNOR authorizes ASPC to act as his/her agent in the transfer of the registration certificate. If for any reason the Registration Certificate cannot be furnished, it is the responsibility of the Consignor to have this information announced by the Auctioneer. ASPC will withhold settlement to the Consignor for all sales when animal is sold as registered until delivery of registration certificate in proper order, unless the Purchaser agrees to accept the animal without registration paper.

PRESENCE OF CONSIGNOR. The Consignor agrees that he/she will be present in person, or have a duly authorized representative present, to make statements regarding each animal. In disputed cases involving the soundness of an animal or statement by Consignor, ASPC will have the sole right to appoint an expert who shall be binding on both seller and buyer. If such expert determines that the

Consignor is decided in the wrong, he/she agrees to pay the examination fee, and that in case the animal is refused by a bidder on account of misrepresentation of the Consignor, and the refusal is sustained by the referee, he/she will pay the full commission. ASPC disclaims responsibility for errors and/or omissions by Consignors or their agents and errors and/or omissions in catalog.

CONDUCT OF SALE. ASPC is authorized to decline any bid by any person in its' sole and absolute discretion, but not limited to, bids by intoxicated or disorderly parties, those who have defaulted on former purchases, or any person who ASPC believes is not a reliable or responsible party. In case any purchaser fails to pay for and receive an animal struck down to him, ASPC is authorized to accept the same amount from another person or to accept the next highest bid or it may put the animal up for sale the second time. In a case where an animal is not paid for fully in cash, including but not limited to cases in which payment of a check is stopped or is returned marked insufficient funds, or no account, or payment is otherwise refused, the Consignor agrees to receive it back as unsold, without attaching any liability to ASPC. ASPC may, in its sole and exclusive discretion elect to make full or partial settlement with Consignor despite a default by purchaser. Such elections by ASPC to pay the consignor shall not constitute a waiver of any ASPC rights under this Consignor's contract, nor establish a custom and shall not abrogate ASPC right to withhold settlement from Consignor in any case where purchaser has defaulted. **THE CONDUCT OF ANY SALE IS SUBJECT TO AND GOVERNED BY THE CONDITIONS OF THE SALE PROVIDED BY ASPC TO ALL SELLERS AND PROSPECTIVE BIDDERS/BUYERS.** Consignor acknowledges that Consignor has received such Conditions of Sale and agrees to be bound by all terms and conditions contained therein, which are incorporated herein by reference.

INFORMATION IN WRITTEN MATERIALS. The accuracy of all information contained in the catalogs or any other printed materials provided by ASPC at or before the time of the sale shall be the sole responsibility of the Consignor. Consignor shall have the affirmative duty to examine catalogs or other printed materials on which animals consigned by Consignor appear prior to sale and report any inaccuracies to ASPC.

TERMS OF COMMISSION. (1) A \$150.00 consignment fee must accompany each entry. A Ten Percent (10%) commission on the last live bid will be charged on each entry. There will be no "No Sales". The Consignor may buy back their animal but will be responsible for all commissions. There will be no exceptions. In the event of default of payment of this debt, the debtor will be responsible for all costs relating to professional collection, such as collection fees, attorney fees, interest, and court costs. **NO ADVERTISING WILL BE DONE ON ANY CONSIGNMENT UNTIL ALL CONSIGNMENT FEES ARE PAID IN FULL.**

SETTLEMENT WITH CONSIGNOR. ASPC will settle with Consignor for property sold within Thirty (30) working days after the last day of the sale as it requires time to make up accounts and straighten up settlements with purchasers, and the like, following the sale of property or animals.

ATTORNEY'S FEES. ASPC shall be entitled to attorney's fees incurred in the enforcement of this Consignor's Contract or any of these Terms and Conditions.

EIA AND HEALTH CERTIFICATES. Per Kentucky regulation, an Equine Infectious Anemia (EIA) test taken twelve (12) months prior to sale is required. Any animal shipped to the ASPC Sale without a proper negative EIA test will be quarantined at the Consignor's expense until property negative EIA test is acquired. For animals entering Kentucky, a certificate of veterinary inspection is also required, stating that examination was made within the past thirty (30) days and revealed the animal to be free from any sign of contagious or infectious disease. All DNA papers, where applicable, must be in order. **HEALTH PAPERS, COPY OF EIA (COGGINS) TEST, BREEDER'S CERTIFICATES, THE ORIGINAL REGISTRATION PAPERS, AND A SIGNED TRANSFER MUST BE IN THE SALE OFFICE PRIOR TO SALE.**

BROODMARES. All broodmares must be accompanied by a certificate signed by a certified veterinarian, dated within 10 days prior to the sale, stating if the mare is in foal. If no certificate is presented at the time of sale, this will be announced and the pony sells open.

TRANSFER FEES. Transfer fee on all animals will be deducted from the sales price.

NON-SALE PONIES. There will be a stall fee of \$100.00 for all non-sale ponies. Contact sales management for availability of stalls.

CLOSE OF ENTRIES. Entries close March 14, 2025 at 4:30 pm (Central Time). All entries must be e-mailed or sent via regular mail. Photos will be accepted for sale ponies. Posting of pictures will be up to the discretion of ASPC.

TACK STALLS. Tack stalls are available at \$100.00 per stall. To be ordered on entry form.

PREVIEW. A preview of entries will be Friday (May 2) after the tack sale.

TACK SALE. Tack must be checked in one hour before the start of the TACK SALE. ASPC reserves the right to refuse to accept any tack, with or without reasons. Commission on all tack sales will be 15%.

American Shetland Pony Club Inc.

Jill Gleason

81B East Queenwood Road

Morton, IL 61550

jill@shetlandminiature.com