



CONGRESS RANCH HORSE Sale

FEATURING ROPIN', RIDIN' & SLIDIN' HORSES

October 2, 2021 • Saturday
Ohio Expo Center • Columbus, Ohio

Entry Deadline:
Extended to August 17, 2021

Anyone can nominate a horse to the Congress Ranch Horse Sale.
All Breeds Accepted

ENTRY FEE: \$550

- fee includes a stall from September 27 to 9 pm. on October 3.
- Entry fee is non-refundable once horse is accepted.
- Entry fee will be returned or refunded if the horse is not accepted.

COMMISSION:

- 9% of sale price. (No Minimum Commission)

NEW Lower NO SALE FEE: \$250.

**Entry Deadline Extended to:
August 17, 2021**

ENTER NOW

**- the Sale will be limited -
Don't Be Left Out**

Entry Information Needed:

- 1 - **Entry Form with Entry Fee** - Full entry fee will be refunded or checks returned if horse is not accepted.
- 2 - **If registration papers are included with entry form, entry fee can be deducted from Sale Price.**
- 3 - Disclosure Form and Ratings (part of entry form) - Health and vices disposition.
- 4 - **Copy of registration papers for registered horses.**
- 5 - **Photos** - Good Quality - We prefer one posed and one under saddle or in action. Once accepted we will use these photos in advertising, email blasts and social media posts soon after acceptance.
- 5 - **Video of horse performing** - 2 to 5 minute video to show riding ability and temperament. Provide URL for YouTube, Vimeo, Facebook.
- 6 - **Video** does not have to be a final marketing video.
- 7 - **Prior to Auction** - Provide **Veterinary Examination form and statement of Age** for unregistered horses from a veterinarian or equine dentist. Provide radiographs if available.

All Horses must be in their sale stalls no later than 5 pm. Thursday, September 30
Sale Preview - Consignor is required to exhibit horse in the Sale Preview on Friday, October 1.

**ONLINE Sale Preview is provided by Pro Horse Services at no additional cost.
A Quality picture and videos will be posted on the website at <https://prohorseservices.com>**



Mike & Stephanie Jennings
P O Box 404
Round Hill, Virginia 20142
855.272.3905
info@ProHorseServices.com



CONGRESS RANCH HORSE SALE

October 2, 2021 • **Entry Deadline Extended: August 17, 2021** • Fax to: (855) 272-3905 or email.

Name of Consignor _____ Agent Owner

Complete Address _____ Home Phone _____
City, State, Zip _____ Bus. Phone _____
Email _____ Fax _____
Web Site _____ Cell _____

Complete CURRENT OWNER section ONLY if CURRENT OWNER is different from Consignor.

Current Owner _____ Home Phone _____
Complete Address _____ Bus. Phone _____
City, State, Zip _____ Fax _____
Email _____ Web Site _____ Cell _____

Checks are made payable to and mailed to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise.

Horse's Name _____ Size: _____

Year Foaled: _____ Color _____ Sex _____

Registered: Yes No If unregistered, age must be verified by a veterinarian or equine dentist.

If Yes - Breed _____ Reg # _____

Other Breed (ie. APHA, NCHA, NRHA, NSBA, PHBA, etc.) _____ Other Breed Reg # _____

Sire _____	Sire _____	Sire _____
Sire Reg # _____	Dam _____	Dam _____
	Dam _____	Sire _____
	Sire _____	Dam _____
Dam _____	Dam _____	Sire _____
Dam Reg # _____	Dam _____	Dam _____

OWNER'S STATEMENT as you want it to appear in the catalog. Indicate if this horse has any show record in AQHA, APHA, NSBA, NRHA and especially PHBA, Futurities, State or other Association awards. May include level of training, size, appearance, potential, disposition, etc. **Use Next Page or Attach additional Owner's Statement to this form if necessary.**

I have read and agree to the conditions of this Consignment Contract.

A NEW HALTER MUST BE LEFT ON THE HORSE FOR THE BUYER.

SIGNED _____ Dated _____

(Circle: AmEx MasterCard VISA) Credit Card#: _____ cvv Code: _____ Exp Date: _____
Name on Card: _____ Signature: _____

Professional Horse Services, LLC

P O Box 404 • Round Hill, VA 20142 • 855-272-3905 Phone or Fax • info@ProHorseServices.com

street address: 35855 Milligans Run Lane • Hillsboro, VA 20132

send photos to: photos@prohorseservices.com

Required Disclosure Form for ALL Entries

The Congress Ranch Horse Sale

Complete for ALL ENTRIES and return with the entry form

Entry's Name _____ Breed _____
 Year Foaled _____ Color _____ Sex _____

Office Use Only
File # _____

Consignor - First _____ Last _____ Agent Owner
 Owner - First _____ Last _____

Is this entry or has this entry ever been:

Cribber.....Yes <input type="checkbox"/> No <input type="checkbox"/>	Eyes Normal..... Yes <input type="checkbox"/> No <input type="checkbox"/>
Weaver.....Yes <input type="checkbox"/> No <input type="checkbox"/>	Wind Normal..... Yes <input type="checkbox"/> No <input type="checkbox"/>
Nerved.....Yes <input type="checkbox"/> No <input type="checkbox"/>	Hearing Normal..... Yes <input type="checkbox"/> No <input type="checkbox"/>
Foundered.....Yes <input type="checkbox"/> No <input type="checkbox"/>	Altered Tail..... Yes <input type="checkbox"/> No <input type="checkbox"/>
Parrot Mouth..Yes <input type="checkbox"/> No <input type="checkbox"/>	

STALLIONS or STALLION PROSPECTS ONLY

Is this entry a: **CRYPTORCHID**.....Yes No

CRYPTORCHID - A male in which one or both testicles HAVE NOT DESCENDED into the scrotum.

Has the entry undergone any major surgical procedure including resection of an abdominal organ? Yes No

If yes, explain _____

Has the entry been diagnosed or treated for EPM or other serious illness at any time? Yes No

If yes, explain _____

Has the entry been lame for a period of more than 2 weeks at any one time while in your possession? Yes No

If yes, explain _____

Does this entry have other defects, abnormalities or blemishes? Yes No

If yes, explain _____

Is this entry being advertised for sale in any publications or on the Internet? Yes No

SIGNIFICANT PENALTIES apply if entries are sold after acceptance and prior to the auction.

Signature _____ Date _____

Return with your entry form to:
Professional Horse Services, LLC • PO Box 404 • Round Hill, VA 20142
Phone or Fax: 855-272-3905 • Email: info@ProHorseServices.com

PRE-SALE EQUINE PHYSICAL SURVEY

Horse's Name _____ Breed _____
Year Foaled _____ Color _____ Sex _____

Consignor - First _____ Last _____ Owner Agent
Owner - First _____ Last _____

REMINDER - ORIGINAL Negative Coggins Drawn Within 12 MONTHS of the Date of the Auction REQUIRED.

Date of Examination: _____ Place of Examination: _____

Medical History (Colic, Founder, Surgery, Intestinal Disorders, Lameness, Respiratory, Nerved, etc.)

CLINICAL EVALUATION

Body Temperature: _____ Eyes: _____ Mouth: _____

Skin: _____ Tumors: _____ Scars: _____

Cardiovascular (Heart Rate /Respiratory): _____

Evidence of Bleeder: _____ Gastrointestinal / Feces: _____

Neurological / Musculoskeletal: _____

EQUINE PHYSICAL EXAM

Indication of Lameness: _____ Evidence of Founder or Laminitis: _____

Feet: Left Fore: _____ Right Fore: _____

Left Hind: _____ Right Hind: _____

Limbs (Examine for lameness, enlargements, abnormalities)

Left Fore: _____ Right Fore: _____

Left Hind: _____ Right Hind: _____

Urogenital (testicles (both evident in scrotum), penis) (vulva, vagina, cervix) _____

Broodmares - Pregnant: _____ If open - palpation, palpation, vaginal exam, culture : _____

Comments, Observations and Recommendations: _____

Examining Veterinarian: _____ Date: _____

Address: _____

Phone: _____

Ohio Quarter Horse Association and/or Professional Horse Services has the right to refuse any horse based on the results of this examination or any information known to the consignor regarding suitability of sale.

If there is any doubt as to the suitability of any horse for sale purposes, notify the sale management.

Consignment Contract · Congress Ranch Horse Sale

Professional Horse Services, LLC & Ohio Quarter Horse Association.

Please read, sign at the bottom of the Consignment Form and retain this portion of the Consignment Contract for your records.

- Professional Horse Services, LLC, Mike & Stephanie Jennings, (hereinafter referred to as PHS, LLC) is providing management services to the Ohio Quarter Horse Association (hereinafter referred to as OQHA) for the Congress Ranch Horse Sale, to be held in conjunction with the Ohio Quarter Horse Association's All American Quarter Horse Congress.
- I, the undersigned, do hereby agree to the terms and conditions set forth below, and do further swear that all the information furnished regarding this consignment is true and correct to the best of my knowledge, and I do hereby further agree, and covenant, and specifically warrant, unto PHS, LLC, OQHA, and also unto any subsequent purchasers that I do have absolute and complete title to the consignment listed on the consignment form portion of this contract. I further warrant that any signature or information given on any document pertaining to this consignment is proper and correct.
- I do hereby release and indemnify PHS, LLC, OQHA, Sale Managers, Auctioneers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, law suits, or legal proceedings arising from the sale of this consignment.
- I agree to pay OQHA a **consignment fee of \$550.00** for each horse accepted for the sale. Further I agree to pay OQHA a **sale commission of 9%** (nine percent) **of the final bid or selling price** for any horse sold through the sale ring or as a result of the auction. **If a horse is not sold as a result of the auction, I agree to pay a No Sale Fee of 250.** The No Sale Fee is in addition to the consignment fee. I agree that PHS, LLC or OQHA shall deduct and retain the sale commission and balance of consignment fee, if any, from my account before distributing proceeds to me. In the event there is a deficit in my account, I agree to pay OQHA the balance due immediately. Interest of 1.5 % per month will be charged on the unpaid balance.
- NO SALES** - I agree that in the event I do not want to accept the sale ring final bid price for my horse, I will notify the Auctioneer the horse is a **NO SALE** and confirm the announcement is made to the crowd, **BEFORE** the horse leaves the Sale Ring. Once a buyer signs the Acknowledgement of Purchase a contract is made to sell the horse. **There shall be an upset price of \$1,000 on any horse offered.** If an opening bid of the upset price is not received the horse shall leave the sale ring as unsold and the consignment fee, plus No Sale fee, will be charged.
- NO SALES** - I agree that in the event I do not want to accept the sale ring final bid price for my horse, I will notify the Auctioneer the horse is a **NO SALE** and confirm the announcement is made to the crowd, **BEFORE** the horse leaves the Sale Ring. Once a buyer signs the Acknowledgement of Purchase a contract is made to sell the horse. **There shall be an upset price of \$1,000 on any horse offered.** If an opening bid of the upset price is not received the horse shall leave the sale ring as unsold and the consignment fee, plus No Sale fee, will be charged.
- The Full Consignment Fee is non-refundable and is considered to be earned once the horse has been accepted for the sale. This consignment contract is not assignable. I agree that I will not withdraw any horse consigned, unless the withdrawal is accompanied by a veterinarian's certificate acceptable to PHS, LLC, in which case withdrawal shall be permitted at no additional charge, other than forfeiture of the Full Consignment Fee. The veterinarian's statement should be specific as to the nature of the horse's problem.
- In the event that a consignment is withdrawn from the sale for any reason that is not in accordance with condition 6, I agree to pay OQHA liquidated damages in addition to the Full Consignment Fee. Liquidated damages shall be the greater of \$1,500.00 or \$750 plus 9% of either (a) the actual selling price of the consignment as verified with the buyer, or (b) in the event actual selling price is not provided to PHS, LLC within 10 days of the withdrawal, the value of the consignment as determined by PHS, LLC. All Liquidated damages shall be in addition to the consignment fee. I agree that I will NOT sell this horse before it goes through the Sale Ring
- All registration certificates, transfers, transfer fees, stallion service certificates, and/or consignment fees must accompany this consignment form and all must be signed by the owner or legal agent thereof. Registration must be complete on all horses sold as registered. I warrant that any registration certificates, registration applications for foals at mare's side, transfers or breeding reports are correct and free of any question or action by the applicable breed registry. I agree that PHS, LLC and OQHA may withhold any monies due me until all registration certificates, transfers, breeders certificates, Coggins report, health certificates and other required documents are delivered to PHS, LLC. **All back transfer fees will be paid by the Seller.** All transfers will be filled out in their entirety according to the rules and regulations of AQHA. All Thoroughbred Mares must be properly registered with AQHA and have an AQHA Transfer.
- Age for unregistered horses must be confirmed by a statement from veterinarian or equine dentist.** The Terms and Conditions of will state "The Age of unregistered horses is approximate and is not guaranteed by Sale management or OQHA."
- In the event a purchaser fails to sign the Acknowledgement of Purchase or pay for and receive a horse struck down to them, PHS, LLC and OQHA shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid, put the horse up for sale a second time or retain it for the Seller as unsold. PHS, LLC and OQHA shall not be held liable for any deficit in the resale price. In the case where a horse is not paid for in full, or should conditions make immediate resale impossible or impractical, the Seller agrees to receive the horse back as unsold without attaching any liability to PHS, LLC or OQHA. This condition includes the case where a horse has been removed from the grounds by the buyer and payment has been stopped on a check or draft, a check has been returned for insufficient funds, closed account, any sort of check fraud or the like.
- PHS, LLC and OQHA AGREE TO MAIL CHECKS TO CURRENT OWNERS FOR THEIR CONSIGNMENTS NOT EARLIER THAN FIVE (5) DAYS NOR LATER THAN ELEVEN (11) BANKING DAYS FROM THE DATE OF THE SALE providing all necessary and required documents are in order and the purchaser has not stopped payment on their check or otherwise failed to pay for the horse for any other reason or in the event of a dispute or claim by the buyer as stated in Condition 13. I agree that if the sale of any horse is not consummated by reason of default of the buyer or otherwise, PHS, LLC or OQHA shall not be liable for the payment or collection of the purchase price or for the return of the consigned horse. The sole obligation of PHS, LLC and/or OQHA shall be to assist me in the collection of the purchase price of the horse, recovery of the horse or re-sale of the horse at the sale or by private sale. I understand that PHS, LLC and OQHA do not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any animal.
- I agree that PHS, LLC and OQHA shall not be required to remit to me the net proceeds of the sale of any horse which is the subject of a dispute or claim by the buyer, for a serious soundness issue or defect, which may have existed prior to the sale, misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by PHS, LLC. The responsibility to resolve such a claim lies between the Seller and the Buyer.

Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, PHS, LLC. and OQHA may retain the sale fees and costs and may escrow or interplead into Court the balance of any proceeds of sale in its possession, as well as any titles or papers, pending a resolution of the dispute. Any and all legal fees and costs incurred by PHS, LLC or OQHA may be deducted from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand. **In the event this horse is rejected or returned by the buyer, I agree to pay OQHA the commission of 9% (nine percent) in addition to the consignment fee.**

14. I agree that I am responsible for the correct representation of this horse in the owner's statement in the catalog, additional announcements at the sale and in conversation with potential or eventual buyers. Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, height, etc. I agree that I have a continuing duty to respond to the buyer, after the sale, in the event of a dispute over my representation of this horse until any dispute is resolved. I understand that I may be subject to Condition 13 if the buyer makes a dispute or claim as stated in that Condition.

15. **I agree to notify PHS, LLC, in writing, of any irregularities, blemishes, unsoundness or defects of any kind, including altered tails, prior to the sale** and hereby authorize PHS, LLC, the Auctioneer or Announcer to print in the catalog or announce such irregularities, blemishes, unsoundness or defects before the horse is sold. A veterinarian's statement explaining the defect should accompany notification to PHS, LLC. I agree to accept the return of the horse as unsold if it is determined to be unsound for the advertised purpose by a qualified veterinarian within 12 hours of the start of the session in which the horse sells and before the horse leaves the sale grounds. **The following conditions MUST BE DISCLOSED** in the sale catalog or by announcement before the horse is sold: **cribbers, weavers, horses unsound of eyes or wind, crypt-orchid, monorchid, ridgling, parrot mouth or monkey mouth condition, has an altered tail, has had major surgery or a serious illness, and horses that have been foundered prior to this sale, nerved or have a lameness due to navicular disorder, has received joint injections for lameness or maintenance, osteoarthritis of a joint or other bone abnormality, or a neurological disorder, including but not limited to, EPM.** A horse sold with one or more of these conditions, that was not disclosed at the time

of sale, can be rejected by the Buyer and returned at the Seller's expense, provided that PHS, LLC has been notified by a written statement from a qualified veterinarian, that identifies the condition, within five (5) days of the date of the sale. I further agree that said horse is not suffering from any contagious or infectious diseases and has not been given drugs to alter soundness or temperament. I agree that I must disclose if any drug or medication is being administered to this horse for the maintenance of any condition.

16. **As to a horse descended from the stallion IMPRESSIVE, AQHA Registration No. 0767246,**

(a.) A horse which has been tested for HYPP (Hyperkalemic Periodic Paralysis) at an approved lab, or HYPP status has been noted on the AQHA registration certificate, the results of such test or status, either positive or negative, shall be conspicuously noted in the sale catalog, along with other information concerning this particular horse. A copy of the test report MUST accompany this consignment form. (b.) A horse which has not been tested, the designation "Not tested for HYPP" (Hyperkalemic Periodic Paralysis) shall be conspicuously noted in the sale catalog, along with other information concerning this particular horse. (c.) A horse which the Seller has reported test results and does not provide a copy of the test results or designation on the registration certificate, the designation "No Verification Furnished" (Hyperkalemic Periodic Paralysis) shall be conspicuously noted in the sale catalog, along with other information concerning this particular horse. THESE DESIGNATIONS WILL ONLY APPLY TO HORSES DESCENDED FROM THE STALLION IMPRESSIVE.

17. **All broodmares must be accompanied by a certificate of a veterinarian's examination within ten (10) days prior to the date of the sale for pregnancy status or breeding condition** or they will be checked by the sale veterinarian at the sale at the Seller's expense. If a mare is known to be carrying twins, it must be disclosed. For mares selling with a live foal guarantee or return privileges, the seller must furnish the Sales Management with written acknowledgment of this agreement signed by the stallion owner (or authorized agent) that such privileges will be honored. **If the breeder's certificate is withheld by the stallion owner until the foal is born, Seller must furnish a letter, signed by the stallion owner (or authorized agent),** that such certificate is free of any additional cost and indicate how the mare owner should obtain the certificate. **This letter MUST include:** Stallion Owner's Name, Complete Address and Contact information; Name of Stallion with Registration # and Name of Dam

with Registration #; and Breeding Dates.

18. I understand and agree that PHS, LLC and OQHA do not assume any liability for injury or unforeseen illness to any horse listed and consigned to it for sale. In the event of injury or illness, and I cannot be notified, where PHS, LLC deems a veterinarian should be called to care for or treat any of the horses, I agree to pay for said care and for any unusual or unforeseen expenditures in connection with said care and treatment. I further agree to indemnify and hold harmless PHS, LLC and OQHA from any and all costs incurred therein.

19. **A NEW halter must accompany each horse sold.** The new halter must be left with the horse for the buyer. If the seller does not provide a new halter, Sale management will provide one and charge the seller's account \$20.

20. It is understood that my consignment will be present at the sale premises not later than 5:00 p.m. on Thursday, September 30, 2021.

21. I agree that PHS, LLC and OQHA reserve the right (1) to reject any consignment, (2) to assign stabling facilities as it sees fit (3) determine the order of sale (4) subject animals to examination by appointed veterinarian prior to sale, and will be sold on his findings (5) refuse the right to sell any horse found to be in unsatisfactory condition or unsound (consignment fee will be forfeited) (6) to edit, correct, or add to the footnotes that I have furnished regarding this consignment and (7) to change the time, place or date of this sale should any unforeseen circumstances necessitate such a change.

22. **EACH HORSE MUST HAVE AN ORIGINAL (official laboratory certificate) NEGATIVE COGGINS REPORT DATED WITHIN 12 MONTHS OF THE SALE DATE and an INTERSTATE HEALTH CERTIFICATE DATED WITHIN 30 DAYS OF THE SALE DATE.** These reports must be in the Sale Manager's possession prior to the sale. All Original (official laboratory certificate) Negative Coggins must have all markings correctly described and drawn on the certificate, with the registered name of the horse, for International Shipment of Horses.

23. The Conditions of Sale as listed in the catalog are hereby incorporated by reference and made a part hereof as though set forth herein.

24. PHS, LLC and OQHA, or any of their employees or representatives shall not be held responsible for any accident that may occur to horses, or equipment, or for loss by fire, theft, or injury, or for injury or death to any human or horse in any way or manner.

25. The laws of the State of Ohio will govern this contract.

I have read the above conditions and accept them. Furthermore, I agree to abide by all other established conditions of sale under which PHS, LLC conducts its business.

**PLEASE SIGN AT BOTTOM OF NOMINATION FORM
and retain this portion of the contract for your records.**