



2016 INTARAH DREAM EMBRYO AUCTION | APRIL 16, 2016 IN LAS VEGAS, NEVADA
CONSIGNMENT FORM FOR UNBORN FOAL

- I. PARTIES: This Agreement, effective on this the _____ day of _____, 20____ and is entered into by and between the IntArah Group LLC. and the following unborn foal owner:

Unborn Foal Owner Name (hereinafter "Consignor"): _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Telephone #: _____ Email: _____

2. EMBRYO/UNBORN FOAL: This Agreement relates to the Embryo/Unborn Foal produced from the following horses:

Stallion: _____ Sire Registration #: _____

Donor Mare (Dam): _____ Mare Registration #: _____

Breeding Date: _____ Expected Date of Foaling: _____

Recipient Mare Identification: _____

Location of Recipient Mare: _____ Telephone #: _____

Is Donor Mare Carrying Unborn Foal: _____ Yes _____ No. Has this unborn foal been sexed: _____ Yes _____ No

If yes, what is the sex of the foal and what is the date the exam was done: Sex: _____ Date: _____ Initial: _____

3. CONSIGNMENT FEE: In consideration of a Consignment Fee in the amount of Five Thousand Dollars (\$5,000.00 USD) the above Unborn Foal will be consigned to the IntArah Dream Embryo Auction. The Consignment Fee is due and payable from the Consignor upon signature of this agreement. This fee will be applied toward the commission due for the Consignor's Lot as referenced in Paragraph 4.

4. SALES COMMISSIONS: Consignor understands and agrees that IntArah Group LLC. has a commission on the sale and will reserve 20% of the final bid price. The \$5,000.00 Consignment Fee as stated in Paragraph 3, will go towards the 20% commission.

5. RESERVE PURCHASE PRICE (Optional): Consignor wishes to set a Reserve Purchase price of \$ _____ USD. In the event that the reserve is NOT met, Consignor agrees to pay 8% of the final bid received. It is the Consignor's responsibility to notify the auctioneer of any reserve bids he wishes to place. The auction management accepts no responsibility if the consignor fails to notify the auctioneer of the reserve bid, or if a mistake is inadvertently made in selling the Lot. THE AUCTIONEER WILL HANDLE ALL RESERVES IN THIS SESSION ONLY. ANY CONSIGNOR USING THEIR OWN REPRESENTATIVE TO ADVANCE THE BIDDING PROCESS WILL BE BANNED FROM FUTURE CONSIGNMENTS TO Greg Knowles Auctions or the IntArah Group LLC. Auctions. Your initials here indicate you have read and understand the above. _____ Initials

6. PAYMENT OF CONSIGNMENT FEE: The Consignment Fee is due in full with this Consignment Form via credit card, check or bank wire. A credit card processing fee of 3% will be added to payments paid by credit card. Credit Card form and Bank Wiring instructions are included on page 4.



7. **WARRANTIES:**
- a) Consignor warrants to Buyer that the sire and dam as stated in Paragraph 2, date bred and recipient donor mare information and knowledge of the sex of the Unborn Foal is true and correct.
 - b) Consignor warrants that he/she/they has (have) proper documentation to register the Unborn Foal and that the Unborn Foal will be delivered to Buyer free of all liens and encumbrances. Consignor makes no other warranties or representations whatsoever which extend beyond the description on the face hereof and specifically does not warrant the fitness, merchantability, suitability or quality of the resulting foal.
8. **REGISTRATION OF FOAL:** Consignor understands and agrees that the IntArah Group LLC. is not responsible for registration or parentage testing of any embryo transfer foal. Consignor further agrees to provide any and all documentation necessary to register foal as described in Section 2. Any fees associated with providing Embryo Transfer permits and/or certificates for the donor mare are the responsibility of the Consignor. Registration of the resulting Unborn Foal purchased is the responsibility of the purchasing party.
9. **PREGNANCY EXAM:** Consignor agrees to have a pregnancy exam performed at their expense on the mare carrying the Unborn Foal and must provide a certified pregnancy certificate to the IntArah Group LLC. with this Consignment Form or 42 days showing viable heartbeat (see page 5). Another certified pregnancy certificate must be performed by a licensed vet the morning of the Auction, April 16, 2016 and turned into an IntArah Group LLC. representative. This certificate will show viable pregnancy the day of the Auction. If it is not provided, this could result in the IntArah Group LLC. dismissing the Lot from the Auction.
10. **AUCTION FEES:** Consignor is only responsible for the Consignment Fee (Paragraphs 3 & 6) and the Commission Fee (Paragraphs 3 & 4) or the Reserve Not Met Fee, if chosen (Paragraph 5). Consignor is to provide Hi-Res photo files of Donor Mare as well as a video of the Donor Mare to the IntArah Group LLC. These are due by February 1, 2016 or a video will be done for you with a charge standard of the videographer hired by the IntArah Group LLC.. All other fees—Advertising, auction catalogues, Internet promotion (E-mail Web Blasts, Wall Banners, Internet Television and Live Streaming through hosting websites) and the auction company fee— will be the responsibility of the IntArah Group LLC. Buyer/Purchaser of the Lot shall be responsible for all expenses and other fees and expenses incurred with respect to the Unborn Foal from the date of sale.
11. **CONSIGNING PARTY OBLIGATION:** Once Consignor's Lot has been sold they are relieved of all obligations of the Lot other than that stated in Paragraph 7 and the purchasing party obtains full responsibility for the Lot purchased. Consigned Party agrees to assign signature authority for the Purchase Agreement to a representative of the IntArah Group LLC on their behalf as acting agent for the Consignor/Selling party. Consignor will give IntArah Group LLC. 45 days to collect money if any problems in collecting payment arise. If IntArah Group LLC. is unsuccessful in receiving payment from Buyer after 45 days, IntArah Group LLC will follow Default Purchase procedure found in the Terms and Conditions.
12. **DUTIES OF THE AUCTION COMPANY:** The IntArah Group LLC. has hired the Auction Company, Greg Knowles Auctions (hereinafter referred to as 'The Auction Company') to manage the 2016 IntArah Dream Embryo Auction. The Auction Company will use all commercially reasonable efforts to maximize the sale price of every embryo consigned to the Greg Knowles Auctions/IntArah Dream Embryo Auction. The Auction Company does not guarantee price or even an opening bid on the embryo.
13. **LAW:** This agreement shall be interpreted and construed pursuant to the law in the state of 'The Auction Company' and the IntArah Group Embryo Auction. In the event of a dispute, jurisdiction and venue shall be in the State of Arizona, Maricopa County.
14. **RESPONSIBILITY:** The Auction Company, its agents, employees or assigns, shall not be liable to consignor, or to consignor's successors in interest, in any action whatsoever. The Auction Company shall not be liable for any action whatsoever on the part of the consignor or the purchaser. The Auction Company is not liable in the event of accident or injury to persons, or property.
15. **INDEMNITY:** Consignor shall defend the Auction Company in any action and shall indemnify the Auction Company and the IntArah Group LLC. for any liability howsoever such action or liability may arise, including but not limited to, negligence or strict liability of the Auction Company and the IntArah Group LLC.
16. **WITHDRAWAL OF CONSIGNMENT:** Consignor will not withdraw the Consigned embryo from the 2016 Dream Embryo Auction except with the expressed written consent of the Auction Management. Consignor shall be liable for all consignment fees, commissions, and other expenses incurred. The Auction Company and/or the IntArah Group LLC. may withdraw consignments from the sale without liability to anyone. If the recipient mare should abort the consigned embryo before the auction, the consignor may withdraw from the auction without penalty, although the initial auction consignment will not be refunded rather credited toward future auctions of The Auction Company or the IntArah Group LLC.



17. **DISPUTES:** In all disputed cases, The Auction Company and/or the IntArah Group LLC. will have the sole right to appoint an expert who shall decide the point issue, and his/her decisions shall be binding to both Buyer and Seller. The Buyer or Seller, whoever is decided to be in the wrong, shall pay the expert's fee. The party at fault will be responsible for all expenses until the dispute is settled.
18. **CATALOG AND ONLINE LOT INFORMATION:** Consignor agrees to be the sole guarantor of the accuracy of all auction catalog information and online Lot information (www.IntArah.com) regarding the embryo herein consigned. Consignor agrees to review such information prior to the auction and to report to the Auction Company. The IntArah Group LLC. and/or auctioneer prior to auction any inaccuracies or omissions which may be material and further agrees to hold the Auction Company and the IntArah Group LLC. harmless from any claims arising out of any such inaccuracies or omissions.

Signature of Consignor: _____ Date: _____

Printed Name of Consignor: _____ Date: _____

Signature of Auction Representative: _____ Date: _____

Printed Name of Auction Representative: _____ Date: _____



I will be paying the \$5,000.00 USD Consignment fee by:

_____ Bank Wire _____ Credit Card (Authorization form on next page) _____ Check

WIRING INFORMATION:

GREG KNOWLES AUCTIONS

Wells Fargo Bank: 420 Montgomery St. San Francisco, CA

ROUTING/ABA #: 121000248

SWIFT CODE: WFBUS6S

ACCOUNT NUMBER: 3650972924

ACCOUNT NAME: Greg Knowles Auctions

BENEFICIARY: Greg Knowles

Credit Card Authorization

Payment Information:

_____ AMEX _____ MasterCard _____ Visa

Card # _____ Exp Date _____ CVC _____

Name on Credit Card _____

Signature _____

Address _____

City/State/Zip _____

Email _____

* 3% Processing Charge will be added to Credit Card Transaction



2016 INTARAH DREAM EMBRYO AUCTION | APRIL 16, 2016 LAS VEGAS, NV

PREGNANCY VERIFICATION

EMBRYO UNBORN FOAL

Stallion (Sire): _____ Sire Registration #: _____

Donor Mare (Dam) Name: _____ Dam Registration #: _____

Breeding Date: _____ Expected Foaling Date: _____

Recipient Mare Identification: _____ Check here if Dam of the Unborn Foal is carrying foal: _____

Date of Pregnancy Exam: _____ 20 _____

I, _____ do hereby certify that I am a graduate veterinarian holding a current license as such to practice in the State of _____ and that I have this day examined the mare described above. Based on examination of the above described Donor or Recipient Mare:

_____ 1. She is carrying a single fetus of normal size and appearance.

_____ 2. There is no evidence of twins or physical abnormalities of the reproductive tract that might jeopardize her chances of carrying the foal to full term except as noted below:

Name of Veterinarian License Number

Veterinarian Address and Phone Number

Veterinarian Signature Date



2016 INTARAH DREAM EMBRYO AUCTION | APRIL 16, 2016 IN LAS VEGAS, NEVADA

PREGNANCY VERIFICATION: MORNING OF AUCTION

Embryo/Unborn Foal:

Stallion (Sire): _____ Sire Registration #: _____

Donor Mare (Dam): _____ Dam Registration #: _____

Breeding Date: _____ Expected Foaling Date: _____

Recipient Mare ID: _____ Please Check here if Dam of the Embryo/Unborn Foal is carrying the foal: _____

Date of exam is to be completed the morning of Saturday, April 16, 2016 _____ Veterinarian's Initials

I, _____, do hereby certify that I am a graduate veterinarian holding a current license as such to practice in the State of _____ and that I have this day examined the mare described above. Based on examination of the above described Donor or Recipient Mare:

- _____ 1. She is carrying a single fetus of normal size and appearance.
- _____ 2. Donor or Recipient Mare is carrying a fetus with a viable heartbeat.

Anything you think should be noted from the exam performed today:

Name of Veterinarian

License Number

Veterinarian Address and Phone Number

Veterinarian Signature

Date



Consignment Check List when turning in Consignment Form:

- _____1- Consignment Form filled out and initialed in its entirety
- _____2. \$5,000.00 USD Consignment Fee enclosed
- _____3. Hi RES Photo File of Stallion and Donor Mare and any of Donor Mares progeny
- _____4. 2 Minute Video of Donor Mare
- _____5. 100 Word or less write up about Donor Mares Accomplishments, Foals etc... for website

** The Photo's and Video are due with the Consignment Form. If you want to do an updated video or get updated photo's you have until February 1, 2016 to have everything turned into IntArah. If IntArah does not receive this within this time frame, then IntArah will put together something for the Lot video. There will be a fee for IntArah to produce the video of your Donor Mare which will be current videographer fees hired by IntArah. _____ Initial