



2016 IntArah Dream Embryo Auction | April 16, 2016 in Las Vegas, Nevada

CONSIGNMENT FORM FOR EMBRYO RIGHT

1. 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:

Mare Owner Name: _____

Billing Address: _____

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

Telephone: _____

Email: _____

2. AGREEMENT: This Agreement relates to the Embryo Right from the Arabian Mare described below:

Mare Name: _____

Mare Registration Number: _____ Mare Birthdate: _____

Sire of Mare: _____ Dam of Mare: _____

Color of Mare: _____

3. CONSIGNMENT FEE: In consideration of a Consignment Fee in the amount of \$5,000.00 (Five Thousand USD) the above described embryo 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 COMMISSION: Consignor understands and agrees that IntArah Group LLC. has a commission on the sale will reserve 20% of the final bid price. The \$5,000.00USD Consignment Fee will go toward the 20% Commission.
5. RESEVE PURCHASE PRICE (Optional): Consignor wishes to set a Reserve Purchase price of \$ _____ USD. In the event that the reserve is not met, Consigner 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 IntArah Group LLC. Your initials here indicate you have read 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 made by credit card. Credit Card form and Bank wiring instructions are included on Page 4.
7. DELIVERY AND CARE: The Buyer is responsible for all veterinary expenses associated with the embryo transfer procedure, all of which is payable directly to the veterinarian. Buyer is guaranteed as many consecutive breeding cycles as needed to successfully retrieve



an embryo for the 2016 Breeding Season. If an Embryo is not conceived during the 2016 Breeding Season, the "Consignor" guarantees as many consecutive breeding cycles as needed to successfully retrieve an embryo during the 2017 Breeding Season. If more than "1" embryo is conceived, collected and successfully transferred, Buyer shall be the owner of only one successful transferred embryo. Seller will be responsible for all costs associated with the second successful Embryo Transfer. The Consignor will make available to the Buyer the "Donor Mare" to produce the foal from the purchased Embryo Right. The right to an embryo transfer of the Seller's mare by the purchaser does not constitute a guarantee to a live foal from the mare by the Seller, but does guarantee a confirmed pregnancy "insurable" in the recipient mare at 42 days. If "The Donor Mare", sells before a confirmed pregnancy of the recipient mare, Seller agrees to transfer the agreements in this consignment form to the new mare owner.

8. WARRANTIES:

- a) Consignor warrants to the Buyer that the information for the mare as described in Paragraph 2 is correct.
- b) Consignor warrants that he/she/they has (have) proper documentation to register the embryo and that the Embryo Right will be available to the Buyer free of all liens or 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.

9. REGISTRATION OF FOAL: Consignor understands and agrees that IntArah Group LLC. is not responsible for registration or parentage testing of any Embryo Transfer foal. Consignor further agrees to pay any and all documentation necessary to register the resulting 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. The Consignor shall deliver said paperwork to the Buyer at the time of sale, and properly endorse the effect the transfer of the horse (for embryo) to the Buyer. Buyer will be the registered breeder.

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 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. CONSIGNMENT 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 of the Lot purchased. Consigning 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 Right 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 LLC. 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's successors in interest, in any action whatsoever. 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 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 Right from the 2016 IntArah Dream Embryo Auction except with 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.



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 at 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 Right 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.
19. **PAYMENT PROCEDURE OF SAID CONSIGNED LOT:** IntArah Group LLC./Greg Knowles Auctions will release payment to Consignor once the Consignor makes said Consigned mare in Paragraph 2, available to Buyer to retrieve an embryo.

Signature of Consignor: _____ Date: _____

Printed Name of Consignor: _____

Signature of Auction Representative: _____ Date: _____

Printed Name of Auction Representative: _____



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

_____ Bank Wire _____ Credit Card _____ Check

Greg Knowles Auctions Wire Information:

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

Routing/ABA#: 121000248

SWIFT Code: WFBIUS6S

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



Donor Mare State of Breeding Health Veterinary Exam

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 this mare described below. Based on examination of below stated mare, I find her in good health, healthy to breed and healthy to produce an embryo.

Name of Veterinarian

License Number

Veterinarian Address and Phone Number

Veterinarian Signature

Date

Donor Mare Name: _____ Registration #: _____

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 Donor Mare and any of Donor Mares progeny
- _____ 4. 2 Minute Video of Donor Mare
- _____ 5. A write up about Donor Mares Accomplishments, Foals etc... for website. 100 words or less.

** The Photo's and Video of the Donor Mare 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 Donor Mare. There will be a fee for IntArah to produce the video of your Donor Mare at current rates of the IntArah Group LLC. hired videographer.

_____ Initial