

Terms and Conditions of NGA Sale

April 22-23

CONSIGNMENT FEES. A \$30 non-refundable catalog fee will be charged per lot for all consignments, with the exception of stud services and Greyhound related commodities. Stud services and Greyhound-related commodities may be consigned at no charge; However, they will be accepted only under the condition that at least half of the proceeds are going toward the Greyhound Hall Of Fame, NGA Meet purse supplements, a state Greyhound association, or any other institution, as approved by the Auction Committee. Except for stud services and Greyhound-related commodities, a fee of 5 percent of the sales charge will apply for lots sold in the ring. For eligible lots sold outside the ring after the auction up to 15 days following the auction, either 5 percent of the sales charge or 5 percent of the highest bid received in the ring, whichever is highest, will apply. All sales made through DVAuction.com will also be charged a 5 percent fee to the purchaser.

ELIGIBILITY. Eligible for consignment are stud services and Greyhound-related commodities; breeding stock; Complete young litters more than 3 months of age, but too young to compete in track stakes; pups that compete during the Meet, and graded track dogs. Pups from the Track-Stake age category may be sold individually or as a litter or as part of a litter. All Greyhounds consigned must be individually registered with the NGA. Any Greyhound that carries an "Interfered" line in any race during the meet prior to the sale will be disqualified from the Auction; any Greyhound that carries a "Did Not Finish" line or was scratched in the first round, and any Greyhound that has a positive drug test, as determined by the Medications Committee, will be disqualified from the auction. In the event a positive test result is not made available to the NGA until after the auction and the auction pup has been sold in the ring or immediately thereafter, the sale shall remain valid and irreversible; any return shall be between the purchaser and the consignor (see RIGHT OF RETURN). No eligible consignments shall be sold at any time after catalog deadline up to the time of the auction. Greyhounds not eligible to parade through the ring shall not be subject to the 5 percent sales charge.

PENALTIES. If a consignment is sold after catalog deadline, but prior to the auction, a fine of up to \$1,000 may be assessed by the Auction Committee, in addition to the 5 percent sales fee. All eligible consignments, including the brood stock and pups, shall be paraded in the ring at the time of the auction, except for young litters or unless scratch is approved by the Auction Committee. Pups not having finished third or better in a Main Stake final or not having won any Consolation Final may be scratched upon notification of the Auction Committee. An automatic fine of \$500 will be assessed to a consignor if a Greyhound

finishes third or better in a Main-Stake Final or wins any Consolation Final, but fails to go through the ring.

All scratches must be made in writing at least 30 minutes prior to the time the Greyhound would be going into the ring. If a Greyhound is scratched without notification, the consignor shall be fined \$25. If a consignment arrives late to the ring, it shall be moved to the end of the sale.

If a lot passes and the last bid is greater than \$10,000, a penalty shall be assessed to the consignor that's equal to 5 percent of the amount of the bid that exceeds \$10,000.

LISTING DEADLINES. Final deadline for catalog listing will be noon, Wednesday, April 13, 2011 for the Racing Stock and noon, Friday, April 15, 2011 for the Brood Stock. **THIS CATALOG DEADLINE WILL BE STRICTLY ENFORCED**, therefore consignors should be certain that the required forms are completed and submitted early, along with the proper fee, for arrival prior to the deadline. No lots will be accepted unless they are accompanied by the proper consignment and stake entry fees, the certificate of registration, the properly signed transfer, required veterinary vaccination certification and stake entry card. Consignments will be entered into the Catalog in accordance with procedures established by the NGA Board of Directors.

SCHEDULE. Pups consigned must race in the NGA Track Stake. Lots will be sold in the following order: 1) Breeding Stock, stud services and Greyhound-related commodities 2) track-stake aged pups and graded track dogs.

AUCTION. The sale will be held on Friday and Saturday, April 22-23, All the stock will be made available for inspection and paraded at the time of the sale except for young litters which must be shown by DVD or video. The J.H. Auction Co. of Dodge, Neb., will conduct the sale.

APPLICABLE LAW. All Greyhounds in the sale are offered according to the laws of the state of Kansas. There is no warranty implied by the auctioneer or the National Greyhound Association other than the Greyhound offered is the Greyhound listed in the sale. Nor does the auctioneer or the NGA certify the merchantability or fitness for any particular purpose of any Greyhound offered in this sale. The right to bid, as provided under law, is reserved for all consignors unless otherwise announced.

BIDDING PROCEDURE. If the highest bid is not satisfactory with the consignor, the Greyhound shall be passed as unsold. Reserve on any stud service cannot be set over \$250. Minimum acceptable bid for a stud service shall be announced at time of sale, and if bid is not forthcoming, the lot will be passed as unsold. Minimum acceptable increase in bidding for stud fees and Greyhound-related commodities shall be announced at time of sale, \$50 for all other stock. The highest bidder shall be the purchaser. The

purchaser shall sign an Acknowledgment Of Purchase immediately following the purchase, and must make settlement in full within 30 minutes after the conclusion of the sale. Authorized agents must submit written statement of authorization with Acknowledgment Of Purchase.

BIDDING DISPUTES. Should any dispute arise between or among two or more bidders, the auctioneer shall adjudicate the dispute and his decision shall be absolute, final and binding. Bids received after the fall of the hammer shall not be grounds for a dispute. Should a dispute arise because of a bid taken by auction assistants not being recognized by the auctioneer, the bidding shall be reopened for advance bids between contending parties. Should the recognized bids be reduced below the last recognized bid, bidding will be reopened to all bidders regardless of whether or not the final bid exceeds the disputed bid. The Auctioneer reserves the right to refuse any or all bids.

TITLE, RISK DELIVERY. Title shall pass to the purchaser at the fall of the hammer, at which time he assumes all risk and responsibility for the Greyhound. Purchaser or his representative may take custody of the Greyhound at the fall of the hammer, but such custody shall not constitute delivery of said Greyhound, which cannot be made until purchaser has paid for said Greyhound and presents a release. Said release shall be a signed transfer and Certificate of Registration. All purchases must be paid within 30 minutes after the conclusion of the sale.

TERMS OF SETTLEMENT. Purchaser shall make settlement within 30 minutes of the conclusion of the sales session in which the Greyhound is sold for the full purchase price. Settlement is to be made in the form of U.S. currency, approved bank check, certified check or travelers check. A 7.3 percent Kansas sales tax will be added to the payment on brood and racing stock sales (refundable if Greyhound delivered immediately out of state under requirements of Kansas law and the NGA).

DEFAULTERS. A purchaser who defaults in payment must satisfy terms of his bid before he may do any business with the National Greyhound Association.

WARRANTIES, SOUNDNESS. Unless otherwise announced at the time of the sale, there is no guarantee of any kind as to the soundness, condition, quality or eligibility of the dogs in the sale. Any oral amendments to the catalog at time of sale supersede whatever might be written in the catalog. Any returns shall be between the purchaser and the consignor. Veterinary assistance will be available at bidder's expense on request to the Association. Examine Greyhound prior to the bidding.

RIGHT OF RETURN. Any Greyhound sold in this sale shall become the property of the bidder at the fall of the hammer. Any returns shall be between the purchaser and the consignor.

BROOD STOCK. Brood stock shall be sold under conditions listed by the consignor. Bred bitches shall be sold listing breeding date if applicable. Pregnancy tests shall be made at the expense of the bidder. Any breeding contracts made are with the consignor who will be liable for any prior commitments. Catalog information required on each brood matron shall include when the female was last bred, DNA status, whether she had a litter and whether the litter was born naturally or by Caesarean Section, and when the female was last in season.

MOVEMENT OF PURCHASE. Purchasers will assume responsibility for moving Greyhounds purchased within one hour of the close of the session in which purchase was made.

CATALOG AND ANNOUNCEMENTS. The NGA and the auctioneer are not responsible for any statements made in the catalog or from the auction stand concerning Greyhounds sold in the sale. Greyhounds sold in the sale are sold with their engagements, breeding status and/or produce records as listed herein or announced from the auction stand at time of sale, and since such information is made by the consignor, to the consignor only shall the purchaser look for redress in case of error of omission. The undersigned shall endeavor to have all catalog information correctly stated, but the consignor is responsible for correction of any errors of omission.

**National Greyhound Association
Abilene, Kansas**