

# **EQUINE SALES COMPANY**

## **AGENT AUTHORIZATION**

2017 Open Yearling & Mixed Sale  
October 15, 2017

TO: Equine Sales Company, LLC, I have this day appointed:

Print Name of Agent: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

To act for me at the Equine Sales Company, LLC 2017 Open Yearling & Mixed Sale. Said appointee, as my duly appointed and authorized agent, shall have full power and authority to act for me in any and all matters in connection with or arising out of the purchase of horses at Equine Sales Company, LLC during the time period set forth herein. Said agent is further authorized to execute any and all documents in connection with the purchase(s) including granting Equine Sales Company, LLC a security interest in all horses purchased. I authorize said agent to do all things incidental to and in furtherance of the purchase of horses, and I agree to pay for all animals purchased by said agent on my behalf in accordance with Equine Sales Company, LLC Conditions of Sale. This agency is revocable only in writing.

Other Instruction: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Parish/County of: \_\_\_\_\_

**PLEASE SIGN ON PAGE TWO**

## IMPORTANT

### CREDIT AND AGENT NOTICES

#### UNITED STATES RESIDENTS

Unless credit has been established with Equine Sales Company, LLC at least five days prior to sale, the terms shall be cash at the time of sale. Payment will be accepted in the form of U. S. currency, certified check, cashier's check or travelers' checks.

#### NON-RESIDENTS

Arrangements for purchases by non-residents must be approved by Equine Sales Company, LLC at least ten (10) days prior to sale. Payment will be accepted in United States Currency, Official Bank Check issued by an accredited United States Bank, payable in United States Currency, or irrevocable sight letter of credit confirmed by J. P. Morgan Chase Bank.

This irrevocable sight letter of credit must specifically provide that payment is to be made at sight upon presentation by Equine Sales Company, LLC to J. P. Morgan Chase of NY of (1) invoices for each and every horse purchased showing full purchase price, inclusive of sales tax and other charges, as applicable (2) executed copy of Equine Sales Company, LLC standard business for "Acknowledgement of Purchase".

#### AGENTS

Persons acting as Agents must provide letter of authorization from their principal stating the Agent is acting on behalf of the principal who will be responsible for Agent sales or purchases. See Condition Fifteen, Credit and Settlement. All agents are required to adhere to the Code of Conduct as outlined in the Conditions of Sale, Item Three – Code of Conduct. Please review the Conditions of Sale carefully.

#### DEFINITION OF AGENT

**AGENT:** Means any trainer, consignor, bloodstock agent, racing or stud manager or other person or entity who represents a Principal in an Equine Auction Sale, directly or indirectly, whether the Agent is paid by way of retainer, commission or other forms of remuneration, or has ongoing financial arrangements such as training, management or similar fees.

**PRINCIPAL:** A person or entity who appoints an Agent to act as agent on his behalf in an Equine Auction Sale:

Signature of Applicant/Responsible Party

\_\_\_\_\_ Date: \_\_\_\_\_ 2017