

**Authorized Agent Form: CONSIGNOR'S AGENT**

Sale: \_\_\_\_\_ Month/Year: \_\_\_\_\_  
Horse Name: \_\_\_\_\_

Consignor's Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Agent's Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

**TO: MIDWEST EQUINE SALES, and PROSPECTIVE PURCHASERS**

**1. Agent Authority** – The undersigned **Consignor** hereby appoints the above **Agent** to act on **Consignor s** behalf regarding the performance of **Consignor s** duties for the sale of a horse at auction. **Consignor** authorizes **Agent** and confers full power and authority upon **Agent** to act for **Consignor** in any and all matters relating to **Consignor s** agreed duties including but not limited to the following: Consignment Agreement, Sale Terms and Conditions, Catalog Update – Supplemental Conditions, Reserve of Right To Show (if applicable), Notice of Private Sale (if applicable), and Reserve Bid (if applicable). **Agent** has authority to make independent representations on behalf of **Consignor** and to settle disputes and to direct **Sales Management**, potential bidders, and the successful purchaser in all matters affecting **Consignor** and the performance of **Consignor s** duties. **Consignor s** duty of disclosure concerning the condition of the horse includes information known to **Agent**.

**Consignor** authorizes **Agent** to execute any documents relating to the sale on **Consignor s** behalf and to do all things incidental to and in furtherance of the intended sale. This power conferred herein is revocable only in writing (with notarized signature) which shall not be effective until received and accepted by **Sales Management**.

**Sales Management**, and sale participants may rely exclusively upon **Agent** and **Consignor** shall fully indemnify **Sales Management** for any claims arising from **Agent s** conduct or omissions in any way related to the sale. Indemnification includes the cost of attorney fees, litigation expense, and travel expense.

**2. Disbursements** – **Consignor** directs **Sales Management** to disburse sale proceeds to:  
Circle One:        **Agent or Consignor**

Financial arrangements between **Consignor** and **Agent** are beyond the scope of **Sales Management s** responsibility and **Sales Management** is not accountable to **Agent** for services rendered on **Consignor s** behalf.  
Make proceeds check payable to: \_\_\_\_\_  
Mail check & Sale Statement to: \_\_\_\_\_

Intending to be legally bound the **Consignor** authorizes **Sales Management, Agent,** and sale participants to act according to the agency stated herein.

Date \_\_\_\_\_ **Consignor** \_\_\_\_\_  
(Signature)

**NOTARY ACKNOWLEDGEMENT: STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, SS:**

Before me, a notary public, in and for said County and State, personally appeared the above-named \_\_\_\_\_ [CONSIGNOR] who acknowledges that he/she did sign the foregoing instrument and that the same is his/her voluntary act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

**NOTE** – **Sales Management**, in its sole discretion, may waive the required Notary Acknowledgement, without affecting in any way: a) the scope of the agency, b) **Consignor s** duties, or c) the rights of **Sales Management** and sale participants.