

PROFIT EQUINE *Online*

by LOTTI

Horses On-site & Auction Online

Bidding starts Sunday, September 22, 10 am.
Bidding Closes Sunday, September 26, 10 am.
One Lot closes every 6 minutes.

60 DAY PROGRAM

With the
PRO FIT EQUINE Team

NO Entry Fee • **NO** Commission

NO Buyer's Premium • **NO** Pass Out Fee

Provided:

- 30 Days Preview On-Site / Open House
- X-RAYS Available
- Professional Photography
- Video
- Catalog Style Pedigree
- Trims
- Vaccinations
- Health Papers / Coggins
- Social Media Advertising
- E-Mail Blast

UP to 60 horses Accepted

All Inclusive Fee: \$2,900

Payable as follows....

\$ 900 At Enrollment

\$1,000 At 30 Days

\$1,000 Deducted from sale proceeds.

Horses Arrive July 26, 2021

PROFIT
EQUINE
Online

Your trusted source...
“Buy & Sell
with Confidence”

www.ProFitEquine.com

Lorenzo Lotti (owner) 940.372.0470
Lorenzo@ProFitEquine.com

Online Auction hosted by Professional Horse Services, LLC
www.ProHorseServices.com

PRO FIT EQUINE BY LOTTI

Bidding from September 22 to September 26

Name of Consignor _____ Owner or Agent
Complete Address _____ Home Phone _____
City, State, Zip _____ Bus. Phone _____
Email _____ Fax _____
Web Site _____ Cell _____

Complete CURRENT OWNER section ONLY if CURRENT OWNER is different from Consignor.

Current Owner _____ Home Phone _____
Complete Address _____ Bus. Phone _____
City, State, Zip _____ Fax _____
Email _____ Web Site _____ Cell _____

Checks are made payable to and mailed to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise.

Horse's Name _____ Location of Horse _____
Foaling Date: mo _____ /date _____ /yr _____ Color _____ Sex _____
Breed _____ Reg # _____ Size: _____
Other Breed (ie. APHA, NCHA, NRHA, NSBA, PHBA, etc.) _____ Other Breed Reg # _____

Sire _____	Sire _____	Sire _____
Sire Reg # _____	Dam _____	Dam _____
	Sire _____	Sire _____
	Dam _____	Dam _____
Dam _____	Sire _____	Sire _____
Dam Reg # _____	Dam _____	Dam _____
	Sire _____	Sire _____
	Dam _____	Dam _____

Check appropriate box if your horse is in the NRHA NRBC Other (please specify) _____

5-Panel RESULTS: HERDA _____ GBED _____ PSSM1 _____ MH _____ HYPP _____

Genetic Test Results: Listed on AQHA Registration Certificate -or- Lab Results (provide Copy of results)

Coggins Test: Date Drawn: _____ Accession # _____ State Issued _____

BROODMARE INFORMATION: Pregnant Not Pregnant Last Breeding Date _____
Bred to: _____ Reg# _____ Last Date Checked for Pregnancy _____
Foal in Utero Eligible for: _____
Sire of Foal at Side: _____ Reg# _____ Foaling Date _____
Circle One: Filly Colt Gelding -Foal at side eligible for: _____

SELECT a Selling Option: See Condition 4 of the Consignment Contract for definitions.

Sell with NO RESERVE or Minimum Price Sell at or above a Minimum Starting Bid of \$ _____
 Sell with an Undisclosed Minimum Price of \$ _____ Sell Subject to Seller Confirmation (within 24 hours)
TARGET PRICE \$ _____ BUY NOW Price \$ _____

I have read and agree to the conditions of this Consignment Contract.

SIGNED _____ Date: _____

(Circle: AmEx MasterCard VISA) Credit Card #: _____ cvv Code: _____ Exp Date: _____

3.5% buyer transaction fee charged on all fees paid by credit card.

Name on Card: _____ Signature: _____

Pro Fit Equine - P.O.Box 361 - Whitesboro, TX 76273 Office: (903) 564-3200

Physical Address: 15257 Hwy 377 - Whitesboro, TX 76273 Lorenzo Cell: (940) 372-0470

Required Disclosure Form for ALL Entries Pro Fit Equine - Online Auction

Complete for EACH ENTRY and return with the entry form

Horse's Name _____ Breed _____

Year Foaled _____ Color _____ Sex _____

Consignor - First _____ Last _____ Agent Owner

Owner - First _____ Last _____

Is this entry or
has this entry ever been:

Cribber..... Yes No

Weaver Yes No

Nerved..... Yes No

Foundered ... Yes No

Parrot Mouth Yes No

STALLIONS or STALLION PROSPECTS ONLY
Are both testicles descended in to the scrotum and visible?

Yes No

Cryptorchid - Genetic defect - A male in which one or both
testicles HAVE NOT DESCENDED into the scrotum

**PLEASE CHECK COLTS and STALLIONS to be sure
both testicles are down before completing this form.**

Has the entry undergone any surgical procedure? Yes No

If yes, explain _____

Has the entry undergone resection of any abdominal organ at any time? Yes No

If yes, explain _____

Has the entry been lame for a period of more than 2 weeks
at any one time while in your possession? Yes No

If yes, explain _____

Does this entry have other defects, abnormalities or blemishes? Yes No

If yes, explain _____

BROODMARES - Most recent date mare was checked in foal: _____

Important Notice - Check Broodmares for Pregnancy BEFORE sending entry.

Signature _____ Date _____

Return with your entry form to:

Pro Fit Equine - P O Box 361 - Whitesboro, Texas 76273

Office: 903.564.3200

Lorenzo@ProFitEquine.com - 940.372.0470 Lorenze Lotti (owner)

physical address: 15257 Hwy 377 - Whitesboro, TX 76273

PRO FIT EQUINE ONLINE AUCTION CONTRACT - PRO FIT EQUINE, LLC (P.F.E. thereafter)

PLEASE READ BEFORE ENTERING HORSE

Please keep a copy of this contract for your records. You will be bound by these Conditions whether, or not, you have read them.

1. AGREEMENT: a) I represent and agree that I am of legal age to form a binding contract. b) The Consignor, Agent and Owner (hereinafter referred to as Seller) agrees to these terms and conditions, and swear that all the information furnished regarding this entry is true and correct to the best of my knowledge. c) Seller agrees and specifically warrants, to P.F.E. and Professional Horse Services, LLC. (Internet auction host ONLY, hereinafter referred to as P.H.S.) and also to any subsequent purchasers that Seller does have absolute and complete title to and there are no liens or encumbrances on the entry listed on this contract. d) Seller warrants that any registration certificates, applications, transfers or breeding reports are correct and free from any question or action by the applicable breed registry. e) Seller agrees that this consignment contract is not assignable without the express written approval of P.F.E. f) Seller agrees to make any sale transaction for this entry through P.F.E.

2. INTERNET AUCTION HOST: Professional Horse Services, LLC. (P.H.S.) is acting solely as the host for this Internet auction. P.H.S. is not responsible for the accuracy of any information provided by Seller, P.F.E. or any other source. Seller agrees that all responsibility for their agreement with P.F.E. is specifically between Seller and P.F.E., including board and care for the horse, receipt of funds from buyers, payment of proceeds to Seller or resolution of any disputes that may arise from the agreement with Pro Fit Equine Online or the sale of this horse.

3. FEES: Seller agrees to pay P.F.E. the applicable fees for this entry. P.F.E. will deduct any unpaid fees from Seller's account before distributing proceeds to Seller. - Total fees for the 60 days program is \$2,650 and will include: 60 days of board, sale conditioning, supplements, exercise, standard x-ray package (additional x-rays may be paid for by prospective buyers upon request), Coggins, Health papers, professional photography, videography, farrier trims, social media & email marketing and Online Auction fees. No additional fees will be charged for the auction portion of this agreement, such as, entry fees, commission, buyer's premium or pass out fee. Procedures/events out of the ordinary, such as Veterinary visits (lameness, illness, etc), dentistry, or

any other special needs will be billed for accordingly. Nothing will be done without first communicating with horse owner.

- \$900 - Deposit due with submission form

- \$1,000 - Due 30 days from submission.

- \$1,000 - Deducted from sale proceeds.

- Sale Prior to Bidding Opening: If a horse is listed in the online catalog and/or has been advertised by P.F.E. by any means, and sells before the close of bidding in the auction, Seller agrees to pay P.F.E. the full balance remaining.

- Pass Out: If Seller does not sell this entry in the auction, Seller agrees to pay P.F.E. the full balance remaining.

- Withdrawal: If the entry is withdrawn after submitted, Seller agrees to pay P.F.E. the full balance remaining.

- UNPAID FEES: If there is a deficit in Seller's account, Seller agrees to pay P.F.E. the balance due immediately. Interest of 1-1/2% per month will be charged on the unpaid balance. A fee of \$25.00 will be charged on returned checks for sale fees.

- BUYER TRANSACTION FEE - A 3.5 % buyer convenience fee will be added to all purchases paid for by Credit Cards. This fee covers costs for electronic financial transactions. The Seller is not responsible for this fee.

4. SELLING OPTIONS:

- Sell with NO RESERVE or Minimum Price. Will sell to the highest bidder. Seller is legally obligated to sell to the highest bidder. Seller cannot place bids on the horse, pass out or withdraw the horse from the auction after any bid has been received on the horse.

- Sell at or above a Minimum Starting Bid Will sell to the highest bidder that meets or bids higher than any minimum opening bid.

- Sell with an undisclosed Minimum Price Minimum Price not posted. The Seller determines the lowest bid that will be accepted. A bid price just below the Minimum Price will be placed in the EDJE system, which will automatically place bids for the seller until the auction bid price reaches the Minimum Price. If the bidding stops below the Minimum Price, the horse is not sold and is retained by the seller.

- Sell Subject to Seller Confirmation Seller will have 24 hours to confirm and accept

the final price following the close of the auction to decide to accept the final bid in the auction. If the seller does not respond the horse will NOT be sold.

5. REGISTRATION CERTIFICATES: All registration certificates, transfer reports, stallion service certificates, and/or consignment fees must be received within 30 days of submission of the online entry or with mailed entry. Registration applications on foals and transfers must be completed. In the event that a registration application is not available, a letter from the foal's sire owner with guarantee of a breeder certificate release must be on file prior to the sale. I agree that P.F.E. may withhold any monies due me until all certificates are delivered in proper order.

6. COGGINS & HEALTH PAPERS: Horses must arrive at P.F.E. facility with a current coggins and health paper. If Coggins expires prior to 10/30/2021 a new coggins will be pulled at P.F.E. expense.

7. DISCLOSURES - I agree to notify P.F.E. in writing and prior to the sale, of any unsoundness or defects of any kind. I agree to notify P.F.E. if this entry is suffering from any contagious or infectious diseases. P.F.E. must be specifically notified if the entry has any of the following conditions, which must be stated in the online catalog, if this entry is a cribber, weaver, is unsound of eyes or wind, has a parrot or monkey mouth, is a cryptorchid or has had major surgery or a serious illness.

8. BUYER'S RIGHT TO PRE PURCHASE EXAMINATION - Prospect Buyers have the right to have a veterinarian of their choice perform a pre purchase examination, at Buyer's expense. The examination must be done prior to the end of the auction.

9. BROODMARES: All mares selling as bred must be checked for pregnancy by a veterinarian within ten (10) days prior to consigning for this sale. Mares will be re-checked for pregnancy within 10 days prior to the auction starting date.

10. RIGHT TO EDIT OR CHANGE: P.F.E. reserves the right to edit, correct, or add to the Statement that I have furnished regarding this entry, to reject or withdraw any entry, or to change the time or date of this sale should any unforeseen circumstances necessitate such a

change.

10. **NO GUARANTEE OF SERVICE:** P.H.S.(Professional Horse Services, LLC) , P.F.E. and EDJEAuctions.com (EDJE Technologies, Inc.) do not guarantee or covenant that the Auction technology, the EDJEAuctions.com site or any related services will meet Seller's requirements or be uninterrupted or error-free. EDJEAuctions.com (EDJE Technologies, Inc.) does not guarantee real-time performance of any service or that it will execute all online or absentee bids.

11. **P.F.E. and P.H.S. DO NOT GUARANTEE PAYMENT BY THE ONLINE BIDDER.** Due to the nature of the electronic transaction P.F.E. and P.H.S. cannot guarantee the validity or performance of an Internet bidder. Seller understands that P.F.E. and P.H.S. do not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any entry.

12. **RELEASE OF HORSE TO BUYER:** P.F.E. and Seller shall not be required to release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified.

13. **RISK AND RESPONSIBILITY FOR HORSE:** Buyer assumes all risk, responsibility and expense for the horse at the end of bidding or, if sold pending confirmation by Seller, upon confirmation of selling price by Seller. Seller agrees to provide basic board and care for up to 2 days at no additional charge to buyer. Beyond 2 days, Buyer will be responsible to pay for board, at a cost of \$20/day, plus any other expenses that may be required to maintain the horse until Buyer takes possession or has the horse picked up.

14. **PAYMENT TO SELLER:** P.F.E. AGREES TO MAIL CHECKS TO THE CURRENT OWNER FOR THEIR ENTRY NOT EARLIER THAN SEVEN (7) BANKING DAYS NOR LATER THAN FIFTEEN (15) BANKING DAYS FROM THE DATE THE AUCTION ENDS OR ONCE FULL PAYMENT HAS BEEN VERIFIED AND FUNDS CLEAR THE BANK, whichever is later. Payment will be made to Seller, as stated above, providing all registration and health papers are in order, or the purchaser has not failed to

pay for the entry for any reason, or the sale of the horse is not in dispute. Seller agrees that if the sale of any entry is not consummated by reason of default of the buyer or otherwise, P.F.E. shall not be liable for the payment or collection of the purchase price or for the return of the entry. In the event a purchaser fails to pay for and receive an entry for which they placed the final bid, P.F.E. shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid or put the entry up for sale again. P.H.S. is not responsible for payment of auction proceeds to Seller.

15. **WITHHOLDING FUNDS AND DISPUTE:** Seller agrees that P.F.E. shall not be required to remit to Seller the net proceeds of the sale of any entry which is the subject of a dispute or claim by the buyer, for misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by P.F.E.. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, P.F.E. may retain its fees and costs and may hold in escrow the balance of any proceeds of sale in its possession, as well as any titles or registration certificates, pending a resolution of the dispute. Any and all legal fees and costs incurred by P.F.E. may be deducted by P.F.E. from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand.

16. **INDEMNITY:** Seller releases P.F.E., P.H.S., Sale Managers, Auctioneers, employees and its representatives, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this entry. If legal action is initiated against P.F.E. or P.H.S. involving this entry, the Seller agrees to fully indemnify P.F.E. and P.H.S. from such suit, including legal fees and costs incurred by P.F.E. or P.H.S. Seller agrees that P.F.E. or P.H.S. may publish sale results including information concerning this sale transaction.

17. **LIMITS OF LIABILITY:** P.F.E. and P.H.S. shall not be liable for lost profits or any incidental, special or consequential

damages whatsoever arising out of or in connection with any sale or transaction. In NO event will the total liability of P.F.E. or P.H.S. to you from all damages, losses, and causes of action resulting from Seller's use of the P.F.E. or P.H.S. websites or services exceed the largest amount of funds held for your benefit.

18. **ADDITIONAL TERMS AND CONDITIONS:** The Terms and Conditions for the use of EDJEAuctions.com, InternetHorseAuctions.com and P.H.S. Conditions Of Sale for buyers as stated on the auction web site, are hereby incorporated by reference and made part hereof as though fully set forth herein.

18. **INTERFERENCE:** Seller agrees not to use any device, software or routine to interfere with or attempt to interfere with the functioning of this online auction.

19. **PRIVACY POLICY:** By consigning a horse or registering for this auction Seller agrees to the use of Seller's information by P.H.S. and P.F.E. Seller's information will be used by P.F.E. and P.H.S. to contact Seller and for record keeping. Neither P.H.S. nor P.F.E. will not sell or give Seller's information to any entity. In the future we may use email lists to contact Seller. We may do custom email promotions for customers, advertisers or organizations through our Constant Contact account. If Seller wishes to discontinue receiving these emails, contact our office or unsubscribe through Constant Contact.

20. **SEVERABILITY:** If any provision or portion of a provision of this agreement is held to be invalid or unenforceable for any reason, such provision or portion of a provision shall be struck and the remaining provisions shall be enforced.

21. **USE OF THESE TERMS:** The terms stated in this agreement have been developed by P.H.S. and modified for use solely by P.F.E. and Lorenzo Lotti for this auction. No other person or business is authorized by P.H.S. to use these terms or any portion thereof.

By signing Page 1, I attest that I have read the above conditions and accept them. Furthermore, I agree to abide by the Conditions of Sale as listed in the catalog and all other established conditions of sale under which P.H.S. and P.F.E. conduct business.

PRO FIT EQUINE: PO Box 361, Whitesboro, TX 76273 • Street address: 15257 Hwy 377, Whitesboro, TX 76273