



# 2023 FALL EXOTIC WILDLIFE SALE DECEMBER 2, 2023

**Consignment Fee: \$150 - Entry Deadline: November 1, 2023**

*Complete one form for each animal consigned; sign the reverse side and return by entry deadline. Entries submitted without a signed contract will not be accepted.*

**INCLUDE THE EXOTICS ORIGINAL REGISTRATION CERTIFICATE WITH THIS ENTRY IF EXOTIC IS REGISTERED:**

CONSIGNED BY: \_\_\_\_\_  
*(Complete this line exactly as you wish consignor name to appear in Sale Catalog - include Agent Name if applicable)*

EXOTIC NAME (or Pending if not registered) \_\_\_\_\_

Reg. No. \_\_\_\_\_ Embryo Transfer?  No  Yes  Check if: Sight Defect

*It is the responsibility of the Consignor to disclose ANY impairments, unsound conditions, or invasive surgery(s) applicable to this animal.*

Date of Birth: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Sex:  Female  Male  Neutered

SIRE \_\_\_\_\_ Reg. no. \_\_\_\_\_

DAME \_\_\_\_\_ Reg. no. \_\_\_\_\_

Other Engagements and or Estimated Market Value \_\_\_\_\_

<p><b>Owner</b> _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____ Cell _____</p> <p><b>Email (required)</b> _____</p> <p><small>NET PROCEEDS payable to: (Proceeds will be disbursed &amp; mailed as specified here. If more than one check is requested, indicate percentage to each payee). It is the consignor's responsibility to notify the Sale Company of ownership and/or address changes.</small></p> <p>Name _____ Percentage _____</p> <p>Address _____</p> <p>Name _____ Percentage _____</p> <p>Address _____</p>	<p><b>Agent's Authorization:</b> I appoint and authorize:</p> <p>_____</p> <p>(the "Agent") to act on my behalf to do all acts and handle all matters deemed necessary, appropriate, or incidental by him/her to the sale of any animal owned by me and offered for sale at the Sale, including, but not limited to, the Conditions of Sale appearing on the Consignors Contract on the reverse side of this form.</p> <p>Signed _____ (Registered Owner)</p> <p>Signed _____ (Agent)</p> <p><b>Agent's Address</b> _____</p> <p>City _____ State_Zip _____</p> <p>Phone(s) _____</p> <p><b>Email (required)</b> _____</p>
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**DUE AT TIME OF ENTRY:**

- Completed & Signed **CONSIGNMENT FORM**
- PAYMENT IN FULL** of consignment fee

**ORIGINALS (NOT COPIES) DUE AT TIME OF SALE:**

**FOR OFFICE USE ONLY:** Date Received \_\_\_\_\_ From \_\_\_\_\_ Date to RGP \_\_\_\_\_

Date Withdrawn: \_\_\_\_\_ By \_\_\_\_\_ Reason \_\_\_\_\_ Refund Due: \$ \_\_\_\_\_

Enclosed: Reg Cert \_\_\_\_\_ Copy \_\_\_\_\_ Copy Reg. App. \_\_\_\_\_ Transfer \_\_\_\_\_ Other \_\_\_\_\_

Fees Paid: \$ \_\_\_\_\_ Date \_\_\_\_\_ Method \_\_\_\_\_ Check # \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

## CONSIGNORS CONTRACT: PLEASE READ BEFORE SIGNING

I hereby nominate for consignment the foregoing livestock (the "Animals") for sale in the TEWA Sale (the "Sale") and for inclusion in the TEWA Sale Catalog. I acknowledge and agree that TEWA shall have the exclusive right, in its sole and absolute discretion, to make Sale selections based upon its evaluation of the Animals' pedigrees. I further acknowledge and agree that TEWA may reject my nominee(s) for consignment at any time. Should said nominee(s) not be accepted by TEWA, I will be entitled to the return of the Entry Fee or a portion thereof. If TEWA accepts the Animal(s) set out in my nomination for consignment for inclusion in the Sale, I understand that my consignment and sale is subject to the terms and conditions set forth herein:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize TEWA to advertise and see each animal at public auction, to make on my own behalf the representations and warranties set forth in the Sale Catalog, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of sale for my account.

2. The Entry Fee for each Animal will be paid when this contract is submitted, and the Entry Fee will be fully earned when TEWA accepts the Animal(s) set out in my nomination for consignment for inclusion in the Sale. TEWA's authority to see each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by TEWA. In the event any Animal is not offered at the Sale, I agree to pay to TEWA, on demand, as liquidated damages and not as a penalty, the Entry Fee and the sum equal to 20% of: (i) the amount of the sale price if such Animal has been sold; or (ii) the fair market value of such Animal as of the Sale date if such animal has not been sold or the sale price cannot be determined to TEWA's satisfaction.

3. In addition to the Entry Fee, I agree to pay TEWA the sales commission on each Animal computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. TEWA is authorized to deduct all sums owing to TEWA from my account and in the event of any deficiency, I agree to immediately pay TEWA the balance due. The commission will be 5% with a minimum commission of \$150.

4. I understand that TEWA reserves the exclusive right to make Sale selection based solely upon its independent evaluations of the Animals. I further understand that TEWA reserves the exclusive right to (i) reject the entry of any Animal in the Sale at any time on return of the Entry Fee or a portion thereof; (ii) approve my assignment of my rights and obligations under this agreement as a condition to such assignment; (iii) determine the order of sale of all Animals; (iv) assign stabling facilities subject to such stabling policies as TEWA may establish; (v) examine each Animal and make such catalog corrections and announcements as TEWA deems appropriate; and (vi) change the time, date or location of the Sale should circumstances in TEWA's sole discretion, necessitate such a change. Additionally:

- A. Consignor must be in good standing at time of Consignment with TEWA.
- B. Should entry be refused based upon evaluation prior to cataloging, the consignor will be notified no later than November 18, 2023, and the Entry Fee will be refunded by the TEWA.
- C. TEWA (Sale Company) will accept NO RESERVE BIDS. Consignor must be the last bidder on Animal to repurchase it.
- D. A four percent (4%) convenience fee will be added to all credit card transactions.

5. I agree, at the time of entry, to deliver to TEWA the following documents in form satisfactory to TEWA with respect to each animal (1) days prior to the date of the Sale and a NEGATIVE COGGINS test dated NO EARLIER than twelve (2) months prior to the date the Animal sells. I UNDERSTAND THAT TEWA WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS IN A FORM SATISFACTORY TO TEWA ARE DELIVERED.

### 6. PAYMENT TO CONSIGNORS:

- A. Payment to TEWA's consignors will begin on the latter of the 10th banking day or the 10th business day after the last day of Sale
- B. Payment to TEWA's consignors will be held until all necessary documents are in TEWA's offices.  
I agree to provide such information as TEWA might request with respect to the ownership, description, pedigree, produce, and health of each Animal.

7. I represent and warrant to TEWA and the buyer of each Animal: (a) title to the Animal free from all adverse claims to ownership, use or possession; (b) the Animal is sound of eyes; (c) the sex and condition of the Animal as described in the Sale catalog; (d) the identity of the Animal as described in the Sale Catalog.

8. I understand that TEWA will use **reasonable efforts to verify the financial responsibility** of the buyer of each Animal and that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of TEWA's Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of the default of the buyer or otherwise, TEWA will not be liable for the purchase price of the Animal.

9. I agree to indemnify and hold TEWA and TEWA's shareholders, directors, agents, employees, contractors and representatives harmless from all claims, expenses and costs (including, without limitation, attorney's fees) arising out of: (i) any question of title to or my authority to sell any Animal; (ii) any claimed loss or damages relating to blood typing, genetic testing or parentage verification of any Animal as may be required by the Exotic Wildlife Association, without limitation, any failure or inability to perform such blood typing, genetic testing or parentage verification; (iii) any lien, attachment or claim asserted against any Animal or the proceeds of sale; (iv) any claimed default in my representations or warranties with respect to any Animal; (v) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees of any or any Animal; (vi) my entry or sale of any Animal; or (vii) my default in performance hereunder, I agree to pay TEWA on demand, the full amount of any loss which TEWA may incur in settlement of any claim or demand on account thereof.

10. I agree that TEWA shall not be liable for any sickness, disease, theft, death, damage, or injury suffered by the Animal(s), including but not limited to loss by fire, inclement weather, theft, running away, disease, accident, or otherwise. I shall be solely responsible for any such sickness, disease, theft, death, damage, or injury suffered by the Animal(s). It is my sole obligation to obtain my own accident/mortality insurance coverage to insure against any such loss, as no such coverage is provided by TEWA.

11. I understand that TEWA reserves the right to reject any consigned exotic at any time, up to and including the day of the Sale, for such reasons as TEWA shall deem appropriate, in its sole discretion. Such reason(s) shall include, but are not limited to, a Exotic that poses a health or safety hazard and/or a exotic that arrives in poor body condition. The sole liability of the TEWA should an exotic be rejected as described in this Paragraph, shall be return of the Entry Fee (less an administrative charge of 50% of paid fee) for such exotic and the TEWA shall not be liable for any damages, actual or consequential, arising out of any such rejection.

12. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal. I have read and understand the Sale Conditions and Settlement Procedures, hereby approve the same and agree to be bound thereby.

13. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, any successor in ownership of each Animal and will endure to the benefit of TEWA's successors and assigns. If the agreement is executed by an agent, such agent will be individually liable, jointly, and severally with the principal, for the performance of this agreement. This agreement cannot be amended except in writing executed by the parties.

14. I acknowledge and agree that the sole liability of TEWA, should the Sale be canceled or should TEWA fail to catalog or fail to catalog correctly any exotic consigned, shall be the return of the Entry Fee for such exotic and TEWA shall not be liable for any damages, actual or consequential, arising out of any such failure.

15. I shall submit to mandatory arbitration to resolve any disputes or claims I may have or claim to have against TEWA arising from the entry or rejection of my nomination for consignment to the Sale. Said arbitration will be conducted in accordance with the rules and regulations set forth by the prevailing party. Judgment upon any award rendered by the arbitrator(s) may be entered by any party and any court having jurisdiction thereof.

16. I acknowledge and agree that the laws of the State of Texas shall govern the construction of the Contract, and the rights, remedies, and duties of the parties hereto.

**I have read, approve, and agree to be bound by the foregoing terms and conditions:**

Printed Name: \_\_\_\_\_

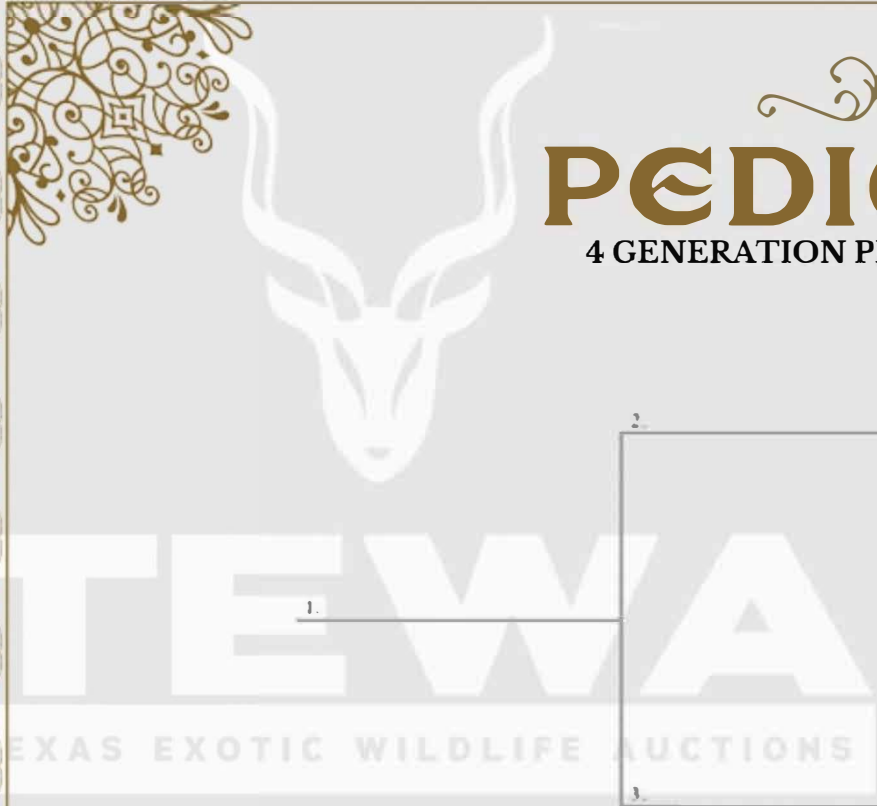
Signed: \_\_\_\_\_

Date Signed \_\_\_\_\_

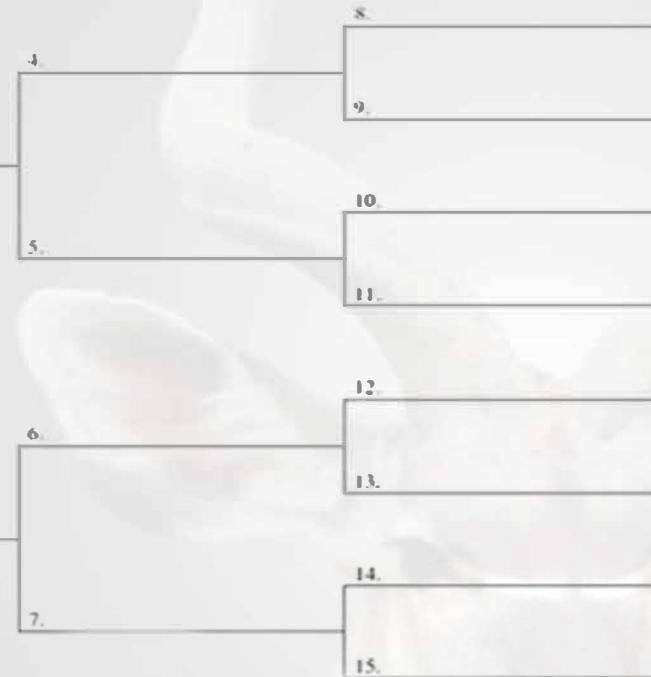
Please make a copy of this completed contract for your files before returning the original to the TEWA.  
Texas Exotic Wildlife Auctions • 1827 Salford Dr. • Houston, TX 77008 • (385) 227-6677 • [www.mytewa.com](http://www.mytewa.com)

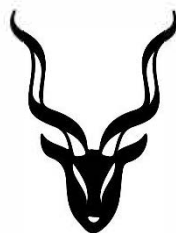
# PEDIGREE

## 4 GENERATION PERIGREE CHART



Species: \_\_\_\_\_  
Age: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Registration #: \_\_\_\_\_  
Owner: \_\_\_\_\_





# TEWA

TEXAS EXOTIC WILDLIFE AUCTIONS

## Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card):	_____
Card Number:	_____
Expiration Date (mm/yy):	_____
Cardholder ZIP Code (from credit card billing address):	_____

I, \_\_\_\_\_, authorize \_\_\_\_\_ to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date