

CONSIGNOR'S CONTRACT

PLEASE READ PRIOR TO SIGNING

To: CANADIAN THOROUGHBRED HORSE SOCIETY (BRITISH COLUMBIA DIVISION)
17687 – 56A Avenue, Surrey, BC V3S 1G4
herein referred to as C.T.H.S. (B.C. Division)

1. Please accept the entry of the horse(s) hereinafter listed in the sale herein, such sale to be conducted by C.T.H.S. (B.C. Division).
2. I hereby warrant title to each horse so entered by me, and agree to defend said title against all adverse claims. I hereby aver, under penalty of perjury, that no horse herein entered, nor any proceeds from the sale thereof, is subject to any lien of any nature whatsoever. I make such averment with full knowledge that C.T.H.S. (B.C. Division) as my agent to sell at public auction the horses consigned herein, with full authority to transfer title thereto and to receive the proceeds of sale for my account. I hereby covenant and agree to indemnify and hold harmless C.T.H.S. (B.C. Division) from all costs, liabilities, attorney's fees, judgments and expense of litigation incurred because of or arising out of any question of title to any horse herein consigned; any dispute concerning identity of and/or accuracy of catalogue information supplied by me, or announcements regarding any horse herein consigned, authorized by me, any liens, attachments, garnishments, assignments or other claims against the net proceeds of sale of any horse hereon consigned; or any claims protests, disputes or litigation arising from alleged breach of warranty, misrepresentation, fraud or defect of any horse herein consigned. I acknowledge that I am the sole and absolute guarantor of the correct identity of any horse herein consigned and that all title to, interest in, and possession of such horse remains with me until title passes to purchaser at time of sale.
3. I have read and agree to be bound by the CONDITIONS OF SALE printed herein, and further agree to hold harmless C.T.H.S. (B.C. Division) from any damages to me in the event that unforeseen circumstances result in change of location, change of time or date, cancellation, or other modification to the sale. I further agree that C.T.H.S. (B.C. Division) shall have the right in its absolute discretion to (1) reject any horse consigned at any time; (2) determine order of sale; (3) assign or change stabling assignments at will; and (4) to make any announcement at time of sale concerning any horse consigned which is deemed appropriate by C.T.H.S. (B.C. Division). I further agree that C.T.H.S. (B.C. Division) shall not be liable for any injury or damage of any kind including fire, which may occur to any person or animal at the C.T.H.S. (B.C. Division) sales.
4. I agree to pay to C.T.H.S. (B.C. Division) an entry fee as specified herein for each horse herein consigned, which payment shall accompany this contract or the consignment may be declared void, without notice by C.T.H.S. (B.C. Division). I agree that this fee is fully earned by C.T.H.S. (B.C. Division) when C.T.H.S. (B.C. Division) accepts commission of five percent (5%) of the accepted bid, by whomsoever made, or the minimum commission specified herein, whichever is greater on each horse sold or bid in for my account; such commission to be deducted from proceeds, if any, of my consignment. I agree that this commission is fully earned by C.T.H.S. (B.C. Division) at fall of the hammer and is payable even in the event that the horse is returned to me as unsold pursuant to the CONDITIONS OF SALE or terms of this contract. I further agree that any amounts owed by me to C.T.H.S. (B.C. Division) fifteen days after sale shall be subject to late charges of two percent (2%) per month from date of sale. I agree that C.T.H.S. (B.C. Division) may use any net proceeds of sale of my consignment as an offset against any indebtedness on my part to C.T.H.S. (B.C. Division).
5. I acknowledge that C.T.H.S. (B.C. Division) when it accepts the consignment herein will rely in its planning and promotion of the sale of my consignment being presented for sale. I therefore warrant that I will not sell, nor offer for sale, nor withdraw except under this contract, any horse herein consigned without written approval of C.T.H.S. (B.C. Division). In the event such approval is not given, I agree to pay C.T.H.S. (B.C. Division) the specified withdrawal fee (if veterinary certificate is not acceptable). I hereby grant to C.T.H.S. (B.C. Division) a lien on the proceeds of sale of my consignment for all commissions, costs and damages provided for in this contract, which lien shall be superior to all other liens of any kind or nature whatsoever.
6. I agree that C.T.H.S. (B.C. Division) shall have the right in their sole and absolute discretion, to extend credit to the purchaser of any horse in my consignment; and that in the event such purchaser gives notice of refusal to pay for such horse because of claim of misrepresentation, fraud or breach of warranty regarding such horse, C.T.H.S. (B.C. Division) shall not pay to me net proceeds of sale of such horse until such claim has been resolved. I agree that C.T.H.S. (B.C. Division) shall in no case be required to remit to me net proceeds of sale of my consignment until 15 days after date of sale, only after the following conditions have been satisfied: (1) if purchaser has paid in full and 10 days have elapsed to allow for clearance of cheque by the bank; (2) if the Jockey Club certificate of registration and Canadian Thoroughbred Horse Society certificate (if applicable) of registration for each horse consigned by me are in order for delivery to the purchaser. Although every attempt has been made to ensure that foal certificates of horses sold through the C.T.H.S. (B.C. Division) sales are correct, the C.T.H.S. (B.C. Division) and/or the horse identifier cannot be held responsible in the event of any errors. Twenty days after date of sale, C.T.H.S. (B.C. Division) will remit to me only those net proceeds which it has received from purchasers of my consignment. I further agree that C.T.H.S. (B.C. Division) will remit to me the balance of net proceeds of sale of my consignment when it has received payment in full from purchasers of all horses in my consignment. In the event the Canadian Thoroughbred Horse Society (B.C. Division) has not received payment in full from the purchaser by the 30th (thirtieth) day after the date of sale, the Canadian Thoroughbred Horse Society (B.C. Division) will remit any outstanding balance to the consignor providing all paperwork is in order. However, the C.T.H.S. reserves the right to pay after the 30th day if necessary. Notwithstanding anything contained in the paragraph, I agree that C.T.H.S. (B.C. Division) shall not be required to remit to me net proceeds of sale of any horse, which is the subject of a dispute or claim until such dispute or claim is resolved. I agree that in the event the purchaser of any horse herein consigned fails to sign Acknowledgement of Purchase or fails to present himself to make settlement as provided at CONDITION SIXTH of the CONDITIONS OF SALE, or should C.T.H.S. (B.C. Division) in its sole and absolute discretion, elect not to extend credit to the purchaser, such horse may be put up for resale for my account and C.T.H.S. (B.C. Division) shall not be liable for any deficit should resale price be less than original sale price. I understand that C.T.H.S. (B.C. Division) will attempt to give me notice of such resale, but I agree to hold harmless, C.T.H.S. (B.C. Division) from any adverse consequences of such resale whether or not I receive notice thereof before the fact. I further agree that should C.T.H.S. (B.C. Division) elect not to resell such horse, the horse shall be returned to me as unsold on tender of return of entry fee and waiver of the sales commission by C.T.H.S. (B.C. Division).
7. I agree to provide C.T.H.S. (B.C. Division) prior to commencement of the sale, all documents required to complete the sale, including but not limited to, Jockey Club certificate of registration and Canadian Thoroughbred Horse Society certificate of registration (if applicable), coggins test certificate, stallion service certificate (for in-foal mares), Veterinary certificate as to breeding status (for broodmares) and colt/ridgeling/gelding certificate (if applicable). In the event that I fail to provide any such document to C.T.H.S. (B.C. Division) I hereby authorize C.T.H.S. (B.C.

Division) to secure such documents from the person possessing them, and I agree to indemnify and hold harmless C.T.H.S. (B.C. Division) from all costs, including legal fees, of so doing. In the event that the Jockey Club certificate of registration and Canadian Thoroughbred Horse Society certificate of registration (if applicable), for any horse herein consigned has not been issued, I hereby represent that all documentation and payments required by the Jockey Club and Canadian Thoroughbred Horse Society to complete and issue such certificates have been provided. I FURTHER AGREE THAT UNTIL ALL DOCUMENTATION REQUIRED TO COMPLETE THE SALE HAS BEEN RECEIVED BY C.T.H.S. (B.C. DIVISION), C.T.H.S. (B.C. DIVISION) MAY WITHHOLD ALL SALES PROCEEDS OF MY CONSIGNMENT. I agree that in the event any horse herein consigned is unsold at the conclusion of the sale, C.T.H.S. (B.C. Division) shall have a lien on and the right to retain all documents in its possession pertaining to such horse until such time as I have paid to C.T.H.S. (B.C. Division) all monies owed by me to them.

8. I agree that no horse of racing age herein consigned shall be entered in a race on the day of the sale. I agree to have all horses herein consigned available for inspection on the sales premises not later than the time specified by C.T.H.S. (B.C. Division) in its notice to consignors regarding the sale.

9. I hereby warrant that no horse herein consigned is afflicted with locomotor ataxia (wobbler syndrome), and that no horse of racing age, yearling or weanling herein consigned has any injury to or disease of the bone structure adversely affecting its suitability to be trained for racing. I agree that should any condition which has not been announced at time of sale, become known to the purchaser and be reported to C.T.H.S. (B.C. Division) in accordance with the CONDITIONS OF SALE, the horse in question may be returned to me as unsold, provided that the horse is returned to the sales location in physical condition materially the same as at the time of sale. I agree that C.T.H.S. (B.C. Division) shall solely and exclusively make determination as to whether such condition exists, and if so whether it existed at the time of sale, and whether it is of such a nature to warrant return of the horse under this paragraph. I further agree to be absolutely bound by C.T.H.S. (B.C. Division) decision, and in the event of return of the horse as unsold. I agree to pay all reasonable charges for maintenance and transportation of such horse from time of sale until return to me. I further agree that should any horse herein consigned be a twin or be required under Jockey Club rules of registration to be registered as "dual parentage", and such fact not be disclosed at time of sale, I will accept return of such horse as unsold and will reimburse purchaser for all reasonable expenses incurred for the maintenance and transportation of the horse from time of sale until return to me, provided that such horse is returned to me in physical condition materially the same as at time of sale. I agree that in the event I breach any provision of this paragraph, C.T.H.S. (B.C. Division) shall have the right to maintain and transport the horse in question for my account, and shall have the right to resell such horse for my account at public auction or by private treaty, on written notice to me. The provisions of this paragraph shall not limit or affect any right or remedy, which C.T.H.S. (B.C. Division) may have under law, or shall they constitute warranties of any sort to purchaser, as they are not intended for the protection of purchaser. C.T.H.S. (B.C. Division) shall be the sole and absolute arbiter of the applicability of the paragraph.

10. I understand and agree that I am the sole guarantor of the accuracy of all catalogue information supplied by me, regarding any horse herein consigned, and for the accuracy of any announcement regarding such horse at time of sale, authorized by me. I agree to review such information prior to sale, and to report to C.T.H.S. (B.C. Division) prior to sale, any inaccuracies or omissions which may be material; and I agree that C.T.H.S. (B.C. Division) shall not be liable for any damages actual or consequential, arising out of any such failure. I agree that the sole liability of C.T.H.S. (B.C. Division) should it fail to catalogue, or fail to catalogue correctly, any horse herein consigned, shall be return of entry fee for such horse.

11. I agree that any horse herein consigned continues in my possession until fall of the hammer. I agree that C.T.H.S. (B.C. Division) shall have no responsibility to provide veterinary or other care for any horse herein consigned, or to make any necessary veterinary or other examination or to take any necessary blood samples, but I hereby authorize C.T.H.S. (B.C. Division) to take such action without liability on its part should such action be deemed by it to be necessary.

12. I agree that C.T.H.S. (B.C. Division) may, in its sole and absolute discretion waive any of its rights under this contract, but that such waiver of right with respect to any horse shall not constitute a waiver of any other right with respect to such horse, nor shall it constitute a waiver of the same right with respect to any other horse. I further agree to abide by all established customs and practices of sales conducted by C.T.H.S. (B.C. Division).

13. I agree that in the event I desire to place a reserve bid on any horse(s) entered by me in the named sale, I shall lodge a reserve bid in writing to the C.T.H.S. (B.C. Division) or its appointed representative prior to entry of horse in the sale ring.

14. I represent that I have read all provisions of this contract and that I sign it with full and complete understanding thereof. I warrant that all information provided by me or my representative is true, complete, and accurate.

I consent to CTHS (BC Division) collecting, using and disclosing personal information provided by me below and elsewhere in connection with this contract, for the purpose of conducting consignment sales, which includes providing personal information to third parties interested in contacting (i) me; (ii) my organization; (iii) an individual or organization I represent as an agent; or (iv) any individual with whom I carry on business, about an entry(ies) in a consignment sale. I represent to CTHS that I have obtained the consent of any other individual whose personal information I have provided to CTHS, in this contract or elsewhere in connection with this contract, for the purpose described above.

SIGNED X _____
 Owner Authorized Agent Trainer

NAME _____

ADDRESS _____

CITY _____ PROV _____ POSTAL CODE _____

PHONE () _____ FAX () _____ DATE _____