

TERMS AND CONDITIONS – THE CANADIAN YEARLING SALE

SATURDAY, SEPT. 15 & SUNDAY, SEPT. 16, 2012

In entering a yearling in any of the Public Sales of **STANDARD BRED CANADA**, the Consignor agrees to the following:

1. Standardbred Canada ("SC") reserves the right to reject any application for entry in accordance with its policies as prevailing from time to time. Entry fees are refunded if any entry is rejected or if the advertised sale must be cancelled.
2. All yearlings accepted for entry shall be delivered by the Consignor with a halter to the place of sale at the time directed by SC to be sold by auction. The halter is sold with the entry.
3. The Consignor agrees to pay SC an entry fee for each yearling of eight hundred (\$800) based on selling price up to \$10,000; one thousand dollars (\$1,000) based on selling price of \$10,001 to \$30,000 and fourteen hundred dollars (\$1,400) based on selling price over \$30,001. If the said yearling is withdrawn due to death after cataloguing, the entry fee due SC will be three hundred dollars (\$300). If the said yearling is withdrawn because of sickness, lameness etc. a veterinary certificate must be provided to SC and the entry fee due to SC will be eight hundred dollars (\$800) or at the discretion of SC.
4. Consignor shall be permitted to bid-in and buy back any yearling consigned by him/her.
5. Consignor shall not withdraw any yearling accepted for entry to the sale save and except with the express approval of SC.
6. All yearlings entered must be staked to a minimum of four (4) stake engagements, including the applicable provincial or state Sires Stakes program.
7. SC is acting herein simply as the agent of the Consignor and, accordingly, the yearling consigned remains at all times entirely at the risk of the Consignor. The Consignor guarantees the title of the consigned yearling to the purchaser and agrees to indemnify SC from any liability that SC might incur as a result of there being any undisclosed claims or liens against any yearling consigned. The Consignor agrees that SC may retain sale proceeds until such a time as any existing liens or encumbrances are discharged.
8. SC is authorized to decline any bid made by intoxicated or disorderly parties; or by those who have defaulted on former purchases or by a person who, in the judgment of SC, is not a reliable or responsible bidder. The Consignor will be present in person, or have a duly authorized representative present. SC reserves the right to not offer a yearling for auction unless the consignor is present or represented by an authorized agent.
9. The Consignor acknowledges that he is familiar with and agrees to conditions of sale under which SC will conduct the auction sale. A copy of said conditions will be supplied to the Consignor upon request. In the event any purchaser fails to accept or pay for a yearling sold to him, SC is authorized to accept the same amount from another person; or to accept the next highest bid. The yearling may be offered up for re-sale in the auction if the Consignor or authorized representative provides written authorization. If the Consignor declines to do so, or if the default occurs at a time it is impractical to re-sell the yearling, it may be returned to the Consignor by SC without refund of entry fee.
10. Consignor agrees that SC in its sole discretion may grant invoicing privileges to approved purchasers with payment specified to be made no later than 14 days after the conclusion of the sale. SC shall make reasonable efforts to collect all accounts but the Consignor agrees that SC is not liable for payment to the Consignor until SC receives payment.
11. Consignor will defend any suit at law brought by purchaser against SC resulting from the sale of this entry or indemnify and save harmless SC in connection with any suite including legal costs.
12. Consignor agrees to indemnify and save harmless SC in respect of all claims or demands made against SC arising from damage or injury caused directly or indirectly by the yearling consigned.
13. Consignor acknowledges that he is familiar with Standardbred auctions and with those of SC in particular and hereby expressly waives in advance any possible claims or demands against SC, the auctioneer and all other persons, servants and agents of SC or of the auctioneer arising directly and indirectly out of the manner in which the yearling consigned by him is auctioned or sold.
14. If a yearling described as a colt or gelding does not meet that description, the yearling may be returned to the consignor, within 7 days of the sale, for a refund of the purchase price and the Consignor shall pay any reasonable expenses incurred by the purchaser.
15. In the event of any dispute arising from the consignment or sale of a yearling pursuant to this agreement, SC has the right to appoint an arbitrator to determine the dispute. The arbitrator's decision, and no other, shall be binding on both consignor and purchaser. The arbitrator shall also be empowered to determine the obligation of any person to pay expenses, including the expenses of the arbitration. This paragraph is deemed to be a submission to arbitration pursuant to the provisions of the Arbitration Act of Ontario and all arbitrations shall be conducted in accordance with the provisions of that Statute.
16. The Consignor shall give notice to SC when consigning a yearling which is a product of an embryo transplant and SC reserves the right to state the fact in the catalogue.
17. The Consignor shall give notice to SC if any genetic material has been harvested from a consigned yearling and SC reserves the right to state the fact in the catalogue.
18. All yearlings must be Coggins-tested negative for equine infectious anemia within 180 days of the date of sale. The parentage of each yearling must be verified by blood typing or DNA at a SC approved laboratory prior to date of sale. All yearlings consigned must be freeze branded.
19. Settlements by SC with the Consignor for yearlings sold shall not be due until the 30th day after the day of sale on which the yearlings were sold. SC shall have the right to make reasonable changes to the place, date or time of sale, or to cancel the sale entirely. SC shall be also entitled to change the auctioneer from that advertised and to utilize a substitute auctioneer of its choice at any time or times during the sale.
20. SC reserves the right to determine the order of sale of all entries, to assign or change stabling facilities as it deems necessary, and to make any announcements at the time of sale concerning any yearling entered which in its opinion is appropriate.
21. The Consignor shall deliver to SC, prior to time of sale, a SC or USTA Certificate of Registration for each yearling consigned. The Consignor agrees that in the event that any yearling entered by him is unsold at the conclusion of the sale, SC shall have the right to hold any SC or USTA Certificate of Registration pending settlement of all charges payable by Consignor to SC.
22. Consignor is responsible for the accuracy of statements made, either in the catalogue or by the auctioneer or the auctioneer's pedigree reader, regarding the eligibility of a yearling to any stakes or futurities or for registration in any foreign registry. Consignor shall indemnify and save harmless SC from any liability incurred by SC as a result of errors or omissions in such statements.
23. Consignor authorizes SC to deduct a **\$100 administration fee** from the sale proceeds **for each document** that is required by the terms and conditions of the sale and not filed with SC prior to the sale. These documents include SC or USTA Certificate of Registration, a properly endorsed application for transfer of ownership which must be filed with the Sales Office prior to the yearling being sold, Coggins test and a parentage verification certificate etc.
24. Consignor agrees that his/her personal information contained on this consignment form may be stored by SC and used for the purpose of promoting the sale or for the purpose of providing information regarding future events or services of interest to the Consignor.

