



Open and **READ** carefully before signing
Consignment contract for

OFFICE USE ONLY
No. of Entries: _____
Fees Paid: _____
Sale: _____

Canadian Thoroughbred Horse Society (Alberta Division) 2009 Fall Mixed Sale

ALBERTA MIXED SALE

**Spruce Meadows - Calgary, Alberta
Monday, October 5th, 2009
Main Catalogue**

Entry Fee: \$150 (non-refundable), plus GST.

Commission: If consigned and presented for sale (regardless if the horse is sold or receives a bid) - 5% of the last bid or consignors reserve bid by whomsoever made or \$50, whichever is greater.

NOMINATION DEADLINE: JULY 23RD, 2009

HORSES OF RACING AGE & MIXED SALE

**Spruce Meadows - Calgary, Alberta
Monday, October 5th, 2009
Supplement Catalogue**

Entry Fee: \$100 (non-refundable), plus GST.
No Yearlings Accepted in the Supplementary Catalogue

Commission: If consigned and presented for sale (regardless if the horse is sold or receives a bid) - 5% of the last bid or consignors reserve bid by whomsoever made or \$50, whichever is greater.

NOMINATION DEADLINE: SEPTEMBER 15TH, 2009

Question No. 1: ALBERTA MIXED SALE

FALL SUPPLEMENTARY SALE

TO BE SOLD IN THE NAME OF: _____

ADDRESS: _____

ACTUAL OWNER: _____

SUBMITTED BY: _____

ADDRESS: _____

TELEPHONE: _____

Question No. 2: MUST BE ANSWERED FULLY
When entering yearlings, please indicate the following:
(1) the engagements nominated for
(2) Province-bred

Question No. 3: When entering broodmares, please indicate the following:
(1) Today's pregnancy status of mare.
(2) Last service date.
(3) Covering sire.
(4) Foaling status of mare for 2008 and 2009 including Sex/Color/Sire.

NOTE: This application cannot be accepted unless it is signed by the consignor or his authorized agent. The appropriate entry fees must be enclosed.

CODE:
Colt - C Filly - F Gelding - G Mare - M Stallion - S Other - Specify

**REGISTRATION CERTIFICATES MUST ACCOMPANY THIS CONTRACT.
 CONSIGNOR'S CONTRACT
 READ BEFORE SIGNING**

NAME:	DATE FOALED	COLOR	SEX	SIRE	DAM	SIRE OF DAM
PROVINCE BRED:						
ENGAGEMENTS (YEARLINGS & WEANLINGS) A.F.C. -- <input type="checkbox"/> OTHERS: Y.S.S. -- <input type="checkbox"/> REGISTRATION <input type="checkbox"/> ISSUED <input type="checkbox"/> NOT ISSUED				BREEDING STATUS: (MARES) - (Circle One) IN FOAL / BARREN / NOT BRED LAST BREEDING DATE: _____ SIRE: _____ 2008 FOALS: COLOR/SEX/SIRE _____ 2009 FOALS: COLOR/SEX/SIRE _____		
NAME:	DATE FOALED	COLOR	SEX	SIRE	DAM	SIRE OF DAM
PROVINCE BRED:						
ENGAGEMENTS (YEARLINGS & WEANLINGS) A.F.C. -- <input type="checkbox"/> OTHERS: Y.S.S. -- <input type="checkbox"/> REGISTRATION <input type="checkbox"/> ISSUED <input type="checkbox"/> NOT ISSUED				BREEDING STATUS: (MARES) - (Circle One) IN FOAL / BARREN / NOT BRED LAST BREEDING DATE: _____ SIRE: _____ 2008 FOALS: COLOR/SEX/SIRE _____ 2009 FOALS: COLOR/SEX/SIRE _____		
NAME:	DATE FOALED	COLOR	SEX	SIRE	DAM	SIRE OF DAM
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NAME:	DATE FOALED	COLOR	SEX	SIRE	DAM	SIRE OF DAM
PROVINCE BRED:						
ENGAGEMENTS (YEARLINGS & WEANLINGS) A.F.C. -- <input type="checkbox"/> OTHERS: Y.S.S. -- <input type="checkbox"/> REGISTRATION <input type="checkbox"/> ISSUED <input type="checkbox"/> NOT ISSUED				BREEDING STATUS: (MARES) - (Circle One) IN FOAL / BARREN / NOT BRED LAST BREEDING DATE: _____ SIRE: _____ 2008 FOALS: COLOR/SEX/SIRE _____ 2009 FOALS: COLOR/SEX/SIRE _____		

A.F.S. - Alberta Fall Classics
 Y.S.S. - Alberta Yearling Sales Stakes

DATE: _____ SIGNED: _____
 OWNER AUTHORIZED AGENT

Consignors contract printed on **Reverse Side**. Please Read before signing

C.T.H.S. (Alta. Div.): Airways Business Plaza, Unit #218, 1935 - 32 Avenue NE, Calgary Alberta T2E 7C8 Telephone (403) 229-3609 Fax (403) 244-6909 www.cthsalta.com

CONSIGNOR'S CONTRACT READ BEFORE SIGNING

TO: CANADIAN THOROUGHBRED HORSE SOCIETY (ALBERTA DIVISION)
AIRWAYS BUSINESS PLAZA, UNIT #218, 1935 - 32 Avenue NE, CALGARY,
ALBERTA, hereinafter referred to as C.T.H.S. (Alberta Division)

1. Please accept the entry of the horse(s) (herein referred to as "Horse", whether or not there is more than one) listed on the front of this contract, such sale to be conducted by C.T.H.S. (Alberta Division) and Auctioneers (to be specified in Sales Catalogue).
2. I hereby warrant title to each Horse and agree to defend title against all adverse claims. I further warrant that no Horse, nor any proceeds from the sale thereof is subject to any lien, charge or claim of any nature or kind whatsoever. I make such warranty with full knowledge that C.T.H.S. (Alberta Division) will rely thereon in accepting for sale the Horse. I appoint C.T.H.S. (Alberta Division) as my agent to sell at public auction the Horse with full authority to transfer title thereto and to receive the proceeds of sale for my account. I hereby convenant and agree to indemnify and hold harmless C.T.H.S. (Alberta Division) and the Auctioneers from all costs, liabilities, legal fees (on a solicitor/client basis), judgments and expenses of litigation incurred because of or arising out of any question of title to any Horse, any dispute concerning identity of and/or accuracy of the markings of a Horse on it's papers and all catalogue information or announcements regarding any Horse, any liens, attachments, garnishments, assignments or other claims against the net proceeds of sale of any Horse consigned or any claims, protests, disputes or litigation arising from alleged breach of warranty, misrepresentation, fraud, or defect of any Horse. I further acknowledge that I am the sole and absolute guarantor of the correct identity of my Horse, 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 without limiting the foregoing, I agree to advise C.T.H.S. (Alberta Division) prior to the commencement of the sale with respect to any matters which are to be announced pursuant to the EIGHTH and NINTH CONDITIONS OF SALE. I further agree to hold harmless C.T.H.S. (Alberta Division) and the Auctioneers, from any costs, expenses or 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. (Alberta Division) shall have the right in its absolute discretion to (1) reject any Horse at any time; (2) determine the order of sale; (3) assigned or change stabling assignments at will; and (4) to make any announcement at time of sale concerning any Horse which is deemed appropriate by C.T.H.S. (Alberta Division). I further agree that C.T.H.S. (Alberta Division) shall not be liable for any injury or damage of any kind including fire which may occur to any person or animal, including the Horse on C.T.H.S. (Alberta Division) premises or the premises where the auction is held.
4. I agree to pay to C.T.H.S. (Alberta Division) an entry fee as specified herein for each Horse, which payment shall accompany this contract or the consignment may be declared void, without notice by C.T.H.S. (Alberta Division). I agree that this fee is fully earned by C.T.H.S. (Alberta Division) when C.T.H.S. (Alberta Division) accepts consignment hereon. I further agree to pay C.T.H.S. (Alberta Division) a sales commission of five per cent (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. (Alberta 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 agree that in the event amounts owed by me to C.T.H.S. (Alberta Division) exceed sale proceeds of my consignment, I will immediately pay to C.T.H.S. (Alberta Division) the balance due. I further agree that any amounts owed by me to C.T.H.S. (Alberta Division) fifteen days after sale shall be charged interest in the amount of two per cent (2%) per month from date of sale. I agree that C.T.H.S. (Alberta 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. (Alberta Division).
5. I acknowledge that C.T.H.S. (Alberta Division) when it accepts my consignment, will rely in its planning and promotion of the sale on my consignment being presented for sale, I therefore warrant that I will not sell, or offer for sale, nor withdraw except under this contract, any Horse without written approval of C.T.H.S. (Alberta Division), in the event such approval is not given, I hereby grant to C.T.H.S. (Alberta 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. I understand that I may withdraw any Horse in my consignment if such Horse is claimed from a race or is unfit for sale as determined by a Veterinarian. I agree that, should withdrawal for veterinary reasons be necessary, I will provide the C.T.H.S. (Alberta Division) with a veterinary certificate acceptable to it stating the specific condition of the Horse which necessitates withdrawal.
6. I agree that C.T.H.S. (Alberta 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 a claim of misrepresentation, fraud or breach of warranty regarding such Horse, C.T.H.S. (Alberta 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. (Alberta Division) shall in no case be required to remit to me net proceeds of sale of my consignment until 30 day after the date of sale and then only after the following conditions have been satisfied (1) if the purchaser has paid in full and 15 days have elapsed to allow for clearance of the purchaser's cheque by the bank; (2) if the Jockey Club certification of registration and Canadian National Livestock Records certificate of registration for each Horse consigned by me are in order for delivery to the purchaser. Notwithstanding anything contained in this paragraph, I also agree that C.T.H.S. (Alberta Division) shall not be required to remit to me net proceeds of the sale of any Horse which is the subject of a dispute or claim by the purchaser until such dispute or claim is resolved. I agree that in the event the purchaser of any Horse fails to sign an Acknowledgment of Purchase or fail to present himself and make settlement as provided at CONDITION SIXTH OF THE CONDITIONS OF SALE, or should C.T.H.S. (Alberta 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. (Alberta Division) shall not be liable for any deficit should the resale be less than original sale price. I understand that C.T.H.S. (Alberta Division) will attempt to give me notice of such consequences of such resale whether or not I receive notice thereof before the fact.

I further agree that should C.T.H.S. (Alberta Division) elect not to resell such Horse, the Horse shall be returned to me as unsold on return of entry fee and waiver of sales commission by C.T.H.S. (Alberta Division)

7. I agree to provide to C.T.H.S. (Alberta Division) at least 24 hours 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 National Livestock Records certificate of registration, stallion service certificate (for in-foal mares), negative coggins test with certificate date no more than 6 months prior to the date of the sale, veterinary certificate as to breeding status (for broodmares). In the event that I fail to provide any such document to C.T.H.S. (Alberta Division), I hereby authorize C.T.H.S. (Alberta Division) to secure such document(s) from the person(s) possessing them, and I agree to indemnify and hold harmless C.T.H.S. (Alberta Division) from all costs, including legal fees, of so doing, in the event that the Jockey Club certificate of registration and Canadian National Livestock Records certificate of registration for any Horse consigned that has not been issued. I hereby represent that all documentation and payments required by the Jockey Club and Canadian National Livestock Records 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. (Alberta Division), C.T.H.S. (Alberta Division) MAY WITHHOLD ALL SALES PROCEEDS OF MY CONSIGNMENT. I agree that in the event any Horse consigned is unsold at the conclusion of the sale, C.T.H.S. (Alberta 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. (Alberta Division) all monies owed by me to them.

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

9. I hereby warrant that no Horse is afflicted with locomotor ataxia (wobbler syndrome) and no Horse of racing age, yearling or weaning 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 such condition, which has not been announced at time of sale, become known to purchaser and be reported to C.T.H.S. (Alberta 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. I agree that C.T.H.S. (Alberta Division) shall solely and exclusively make the determination as to whether such condition exists, and if so whether it existed at time of sale, and whether it is of such a nature to warrant return of the Horse. I further agree to be absolutely bound by the C.T.H.S. (Alberta 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 returned to me. I further agree that should any Horse be a twin or be required under Jockey Club rules of registration to be registered as of "dual parentage" and such fact is not disclosed at time of the sale, I will accept the 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. I agree that in the event I breach any provision of this paragraph, C.T.H.S. (Alberta Division) 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. (Alberta Division) may have under law, nor shall they constitute warranties of any sort to purchaser, as they are not intended for the protection of purchaser. C.T.H.S. (Alberta Division) shall be the sole and absolute arbiter of the applicability of this paragraph.

10. I understand and agree that I am the sole guarantor of the accuracy of all catalogue information regarding any Horse consigned by me, and for the accuracy of any announcements regarding such Horse at time of sale. I agree to review such information prior to sale, and to report to C.T.H.S. (Alberta Division) prior to sale, any inaccuracies or omissions which may be material, and I agree that C.T.H.S. (Alberta 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. (Alberta Division) should it fail to catalogue, or fail to catalogue correctly, any Horse, shall be the return of the entry fee for such Horse.

11. I agree that any Horse continues in my possession until it is taken by purchaser in exchange for a stable release issued by C.T.H.S. (Alberta Division). I agree that C.T.H.S. (Alberta Division) shall have no responsibility to provide veterinary or other care for any Horse, or to make any veterinary or other examination or to take any blood sample, but I hereby authorize it 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. (Alberta 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 to agree to abide by all established customs and practices of sales conducted by C.T.H.S. (Alberta Division) and the Auctioneers.

13. I represent that I have read all provisions of this contract, and that I sign it with full and complete understanding of the information contained herein and printed on the reverse side hereof and with full and complete understanding of the above terms and conditions. I warrant that all information provided herein by me or my representative is true, complete and accurate in all respects.

14. "I consent to CTHS (Alberta 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."

CANADIAN THOROUGHBRED HORSE SOCIETY
(ALBERTA DIVISION)
AND AUCTIONEERS