

CONSIGNMENT CONTRACT

The horses listed herein are submitted for inclusion in the 2010 Breeding Stock and Open Yearling & Horses of Racing Age Sale catalogue for sale by public auction with the following understanding and agreement:

- 1. CONSIGNOR'S WARRANTY:** The undersigned hereby warrants that no horse entered for sale shall have a contagious or infectious disease. The undersigned hereby warrants title to each horse or interest therein, entered by me, and further warrants that the title thereto is free from any liens, mortgages or encumbrances, and agrees to defend said title against all adverse claims. I further covenant and agree to indemnify and hold the Canadian Thoroughbred Horse Society (Ontario Division) ("CTHS") and its auctioneers harmless from any and all costs, liabilities, incidental and consequential expenses, including reasonable legal fees, incurred because of or arising out of any question of title, any disputes concerning identity, accuracy of catalogue information or announcements or engagements of any and all of the named horses included herein, or resulting from any liens, attachments or claims against the net proceeds from the sale thereof. I agree that I am the sole and absolute guarantor of the correct identity of all horses sold by me in this sale and that all title to, interest in and possession of the named horses shall remain with me until title passes to a buyer or buyers at the time of sale. I appoint CTHS to act as my agent in this sale at public auction of the horses included herein, with full authority to transfer title, to receive the proceeds of such sale for my account and to distribute such proceeds of sale to me and such other parties as CTHS reasonably believes to have an interest in the proceeds and in such priority as CTHS reasonably believes appropriate.
- 2. FEES-COMMISSIONS:** I agree to pay CTHS a non-refundable fee of \$350 (plus applicable taxes) for each horse entered, which payment must accompany this contract or it will not be accepted. I further agree that CTHS shall deduct from my account and retain a sales commission of the greater of \$350 or 5% (plus applicable taxes) of the final accepted bid, by whomsoever made, on each horse sold or bid in for my account. I agree that CTHS may retain its commission on charge-backs from any and all proceeds payable to my account in the event I do not set forth the ownership interest of each horse consigned by me. In the event of a deficit in my account, I shall immediately pay to CTHS the balance due. I agree that all horses listed herein will be presented for sale at the time scheduled unless excused by a veterinarian certificate, fully stating the reason for withdrawal. Other than the retained entry fee of \$350 no additional charge will be made for withdrawn horses by a veterinary certificate. Any amounts owed to CTHS for more than thirty (30) days after the date of sale shall accrue interest at the rate of twenty-four (24) percent per annum to date of payment. I agree to grant the CTHS a lien and security interest on the proceeds of sale as security for payment of all commissions, costs or damages provided for in this contract, which lien and security interest shall rank in priority and be superior to all other liens and security interest of any kind whatsoever.
- 3. HORSE'S CONDITION:** I warrant that no horse herein consigned is afflicted with locomotor ataxia (wobbler syndrome), no weanling or yearling consigned has been administered exogenous anabolic steroids within forty-five (45) days of sale, and that no horse of racing age, yearling or weanling consigned has an 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 the time of sale, becomes known to a purchaser and reported to the CTHS in writing by the purchaser, accompanied by a written veterinarian certificate, based upon examination by the certifying veterinarian that such condition exists, within forty-eight (48) hours after the date of such sale and prior to removal of the horse in question from the sales premises, such time being of the essence, the horse in question may be returned to me as unsold by delivery of the horse to me in a physical condition materially the same as at the time of sale. I agree that CTHS shall solely and exclusively make the 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 CTHS's decision, and in the event of the return of the horse as unsold, to pay all reasonable charges for maintenance and transportation of such horse from the time of sale until its 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 of "dual parentage", and such fact not be disclosed at the time of sale, I will accept the return of such horse as unsold and will reimburse the purchaser and CTHS for all reasonable expenses incurred for the maintenance and transportation of the horse from the time of sale until its return to me, provided that such horse is returned to me in a physical condition materially the same as at the time of sale. I agree that in the event of a breach of any provision of this paragraph, CTHS 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. I understand that CTHS shall attempt to give me notice of such resale, but I agree to hold CTHS harmless from any adverse consequences of such sale whether or not I receive notice thereof before the fact. The provisions of this paragraph shall not limit or affect any right or remedy, which CTHS might have under law, nor shall they constitute warranties of any sort to the purchaser. CTHS shall be the sole and absolute arbitrator of the applicability of this paragraph.
- 4. WITHDRAWAL OF HORSES:** CTHS relies on this consignment in its own planning and promotion of the sale. I hereby warrant that any horses consigned hereunder will not be sold elsewhere nor will there be any commitment to sell or other disposition of any horse entered herein and, in breach of this condition, I shall forthwith pay to CTHS the sum of \$350 or an amount equal to five (5) percent of the actual sale price or appraised value of the horse, whichever is greater, together with applicable taxes, if any. A horse may be withdrawn if the horse is unfit for sale for veterinary reasons. Should withdrawal for veterinary reasons be necessary, I will provide CTHS with a veterinary certificate acceptable to CTHS within forty-eight (48) hours of withdrawal, stating the specific condition of the horse which necessitates the withdrawal. CTHS has the right, in its sole and absolute discretion to appoint a veterinarian to inspect any horse withdrawn from the sale for veterinary reasons.
- 5. SELLING PROCEDURES:** I agree that CTHS shall have the right and sole and absolute discretion to extend credit to the purchaser of any horse sold by me in this sale. I further agree that in the event the successful bidder for any horse entered by me in such sale fails to present himself to arrange for settlement as provided for in the CTHS conditions of sale, or should such bidder on presenting himself be determined to be financially irresponsible by CTHS, such horse may immediately be put up for sale for my account and

CTHS shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. I further agree that should conditions make immediate resale as herein provided impossible or impractical, such horse may be returned to me as unsold with a waiver of sales commission by CTHS. I further agree that CTHS retains the right not to make settlement in the event a purchaser defaults and that any settlement, in whole or in part, by CTHS despite any purchaser's default shall not constitute a waiver, nor establish a custom and shall not abrogate CTHS's right withhold settlement from you in any case where the purchaser has defaulted. I agree that in the event I desire to place a reserve bid on any horse(s) entered herein, the reserve bid shall be lodged in writing with the auctioneer of CTHS prior to entry of horse in the sale ring.

- 6. PAYMENT OF PROCEEDS OF SALE:** I agree that CTHS shall in no case be required to remit to me the net proceeds of sale of my consignment earlier than 30 days after the date of sale. CTHS shall remit to me only those net proceeds after the following conditions have been satisfied: (1) if purchaser has paid in full and 10 days have elapsed to allow for cheque clearance; (2) if The Jockey Club and Canadian certificates of registration for each horse consigned are in order for delivery to the purchaser. I further agree that CTHS will remit to me the balance of net proceeds of sale of my consignment which it has received payment in full from purchasers of all horses in my consignment. In the event a purchaser refuses to pay for any horse sold by me because of claims of misrepresentation, fraud, or breach of warranty regarding such horse, CTHS shall not pay to me the net proceeds of the sale of such horse until such claim has been resolved and the proceeds of sale have been received by CTHS.
- 7. CTHS SALE PROCEDURE:** I agree that CTHS reserves the right (1) to reject any entry at any time upon tender of return of the fee, (2) to determine the order of sale of all entries, (3) to assign stabling facilities as it sees fit, and (4) to change the time or date of this sale should unforeseen circumstances necessitate such a change. CTHS reserves the right to exclude any horse from entering the sales ring which has been judged by a veterinarian to be physically unfit for sale.
- 8. SALE DOCUMENTS:** I agree either to deliver to CTHS or grant permission to The Jockey Club to deliver directly to CTHS prior to the sale, The Jockey Club Certificate of Registration for each horse listed herein. In the event any Jockey Club Certificate of Registration is not so delivered, I hereby certify that all information and payment of fees required by The Jockey Club to complete such Certificate of Registration have been furnished to The Jockey Club. I agree that CTHS shall have the right to refuse to sell any horse for which all certificates are not delivered, or, alternatively, to withhold any monies due me until all certificates are delivered. I also agree to furnish Coggins and E.V.A. certificates for horses accepted for this sale when they are requested, Coggins certificate to be dated within six months of the selling date and to be valid for at least two (2) weeks after the date of sale. If this agreement is executed by an agent, the agent agrees to be jointly, severally, and personally liable with his principal for furnishing the documents provided for herein, and thus will be personally liable for all damages resulting from failure to furnish the aforesaid documents.
- 9. CONSIGNOR HAS READ:** I have read the above conditions and accept them. Furthermore, I agree to abide by all procedures and conditions of sale under which CTHS conducts its business. I acknowledge that I am solely responsible for the accuracy of all information provided herein and further that I have the affirmative duty to examine the catalogue page(s) on which horses consigned by me appear, prior to the sale, and to report any inaccuracies to CTHS so that it may make an appropriate announcement at time of this sale.
- 10. CONSIGNOR'S INDEMNITY TO CTHS:** I agree to indemnify and hold CTHS harmless from any and all claims, losses and damages, including legal fees, occasioned by CTHS's payment of proceeds of sale.
- 11. LOSS RELEASE:** I agree that both CTHS and Woodbine Entertainment Group, and each of their servants, agents and employees shall not under any circumstance be liable or responsible for loss, injury or damage to horses or property sustained by me or my respective servants, agents and employees. I and my respective servants, agents and employees hereby agree that all horses and property on the premises of CTHS and on the premises of Woodbine Entertainment Group shall be deemed to be within the sole and singular care, custody and control of me and my agents, servants or employees and further that neither CTHS or Woodbine Entertainment Group shall be responsible for the safety and well-being of the horses and property while on either of their premises.
- 12. INDEMNITY:** I and my respective agents, servants and employees agree that, in consideration of CTHS and Woodbine Entertainment Group allowing the presence on their premises of the property and horses belonging to me, my respective agents, servants and employees, I shall save and indemnify both CTHS and Woodbine Entertainment and each of their servants, agents and employees from any and all loss, damage or costs sustained by CTHS and Woodbine Entertainment Group arising from or in any way associated with the presence on CTHS and Woodbine Entertainment premises of horses or property belonging to me and my respective agents, servants and employees.
- 13. INTERPRETATION:** I agree that this contract shall be entered into in the Province of Ontario and shall be construed under the laws of the Province of Ontario. This contract shall be construed with any changes of number or gender required by the context.
- 14. MEDIATION/ARBITRATION:** In the event of any dispute between myself and the CTHS arising under this contract, the parties agree to use the following procedure for resolution: (a) a meeting shall be held promptly between the parties, attended by the principals or representatives with decision making authority, to attempt in good faith to negotiate a resolution of the dispute, (b) if within twenty-four (24) hours after such meeting, the parties have not succeeded in negotiating a resolution, the parties agree to submit the dispute to arbitration pursuant to the provisions of the Arbitration Act of Ontario.
- 15. PRIVACY ACT:** I agree that by entering into this contract that the CTHS collects personal information about me. CTHS uses such personal information collected in order to i) establish and maintain myself as a consignor ii) perform marketing and advertising services; and iii) meet legal obligations.

DATE: _____

OWNER: **X** _____

WEANLINGS - STALLIONS - STALLION SHARES - HORSES OF RACE AGE

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled					
Stakes Engagements () Breeder's Cup () O.S.S. () Others:					

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled					
Stakes Engagements () Breeder's Cup () O.S.S. () Others:					

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled					
Stakes Engagements () Breeder's Cup () O.S.S. () Others:					

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled					
Stakes Engagements () Breeder's Cup () O.S.S. () Others:					

Consignors - Please Note

Entry Fee \$395.50 (HST included)

Withdrawal fee (if not excused) \$350.00

We must have the following documentation with our contract

1. Registration Papers for all horses entered into sale.
2. Photos of foal applications for Weanlings.
3. Stallion Service Certificates for Broodmares.
4. Stallion Syndicate Agreements for Stallion Shares.

YEARLINGS ONLY

Please list in alphabetical order by dam

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled			Stakes Engagements () Breeder's Cup () O.S.S. () Others:		

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled			Stakes Engagements () Breeder's Cup () O.S.S. () Others:		

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled			Stakes Engagements () Breeder's Cup () O.S.S. () Others:		

Name if applicable	Colour	Sex	Date Foaled	Sire	Dam and Year Foaled
Breeder's Name and Province or State where foaled			Stakes Engagements () Breeder's Cup () O.S.S. () Others:		



CANADIAN THOROUGHBRED
HORSE SOCIETY
ONTARIO DIVISION

WINTER MIXED SALE

P.O. BOX 172, REXDALE, ONTARIO, M9W 5L1
PHONE: (416) 675-3602, FAX: (416) 675-9405
EMAIL: cthson@idirect.com, WEB SITE: www.cthsont.com

CONSIGNMENT CONTRACT FOR
BREEDING STOCK, OPEN YEARLINGS
AND HORSES OF RACING AGE

ENTRIES CLOSE: THURSDAY, OCTOBER 1, 2010

TO BE OFFERED FOR SALE AT WOODBINE RACETRACK, REXDALE, ONTARIO

SATURDAY, NOVEMBER 27TH, 2010

Entry Fee: \$395.50 per horse (\$45.50 HST included)

(For yearling deduct \$105.00 from the above entry fee if a nomination fee was paid to the 2010 Yearling Sale)

TO BE SOLD IN THE NAME OF _____
(Please ensure the above line is exactly as you want the property line to appear in the catalogue)

OWNER: _____

ADDRESS: _____

_____ POSTAL CODE _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

AGENT (If applicable): _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

IMPORTANT NOTICES:

1. AN ENTRY OF \$395.50 PER HORSE IS ATTACHED TO THE CONTRACT (\$45.50 HST INCLUDED)
2. ENTRY FEE IS EARNED UPON RECEIPT OF CONTRACT AND IS NON-REFUNDABLE.
3. THE CONTRACT AND FEES TO BE RECEIVED BY OCTOBER 1ST, 2010.
4. THIS CONTRACT CAN NOT BE ACCEPTED WITHOUT THE SIGNATURE OF THE OWNER (AND/OR HIS AUTHORIZED AGENT)
5. A 6 MONTHS NEGATIVE INDIVIDUAL COGGINS TEST, DATED WITHIN SIX MONTHS OF THE SALE AND VALID FOR AT LEAST TWO (2) WEEKS AFTER THE SALE.
6. MINIMUM COMMISSION OF 5% OR \$350.00 WHICHEVER IS GREATER; WITHDRAWL FEE - \$350 UNLESS ACCOMPANIED BY AN ACCREDITED VETERINARIAN'S CERTIFICATE.
7. THE SALES COMMITTEE RESERVES THE RIGHT TO LIMIT ENTRIES, IF DEEMED NECESSARY.

AUCTIONEERS: RYAN R. MAHAN & ASSOCIATES, INC.

OFFICE USE ONLY

Date Rec'd _____

No. Horses _____

Fee Paid _____