

APPLICATION FOR SALE ENTRY

MARCH MADNESS Mixed Sale

STANDARD BRED CANADA SALES
2150 Meadowvale Blvd., Mississauga, Ontario L5N 6R6
Telephone: (905) 858-3060 ~ Fax: (905) 858-8047
E-mail: salesstakes@standardbredcanada.ca

Sunday, March 29, 2009 @ SC Sales Pavilion (Flamboro Downs)

Main Entries close Friday, March 13, 2009

Supplement Entries close Monday, March 23, 2009 @ 12:00 noon

ENTRY FEES

\$750 per horse (1 – 2 horses) · \$650 per horse (3 – 5 horses) · \$550 per horse (6+ horses)

(Please check one)

BROODMARE WEANLING YEARLING STALLION SHARE RACEHORSE

Name of Horse: _____ Freeze Brand #: _____

Sire: _____ Dam: _____

Sex (please circle one): COLT GELDING HORSE FILLY MARE

Is this horse the result of an EMBRYO TRANSPLANT? (please circle one) YES NO

BROODMARE INFORMATION: (If this entry is a broodmare please complete the following)

NOTE: Certificate of service is required if mare is pronounced in foal.

2008 Breeding Date: _____ Bred to: _____

2009 Foal Foaling Date: _____

2009 Breeding Date: _____ Bred to: _____

CONSIGNOR INFORMATION:

OWNER *and/or* AGENT

Name of CONSIGNOR (to appear in catalogue): _____

HOME #: () - _____

BUS. #: () - _____

CONSIGNOR address: _____

CELL #: () - _____

FAX#: () - _____

EMAIL: _____

OWNER STATEMENT: (If statement does not fit in this space, please attach a separate sheet with complete wording)

I/We warrant that the above information is correct and make application to enter the described animal to the sale marked above to be held by Standardbred Canada, subject to the conditions printed on the reverse side of this form which I/we acknowledge to have carefully read and examined, and which upon acceptance of this application will become the terms of the contract between us.

Signature of Agent/Owner(s): _____ Contact Telephone #: _____

**REMEMBER TO BRING YOUR SIGNED TRANSFER & COGGINS
TEST DATED AFTER NOVEMBER 1, 2008**

TERMS AND CONDITIONS

In entering a horse 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 horses 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 of seven hundred and fifty dollars (\$750) each for 1 – 2 horses; six hundred and fifty dollars (\$650) each for 3 – 5 horses and five hundred and fifty dollars (\$550) each for 6 horses and over. (If entries for 1 or 2 horses are committed by the early closing date for 1 or 2 horses, a discount of one hundred dollars (\$100) each applies). All tiered entry fee levels are based on common ownership. Such entry fee is not refundable after acceptance of the entry. If the said horse is withdrawn on the account of death or claimed from a claiming race after cataloguing, the entry fee due SC will be two hundred and fifty dollars (\$250).
4. Consignor shall be permitted to bid-in and buy back any animal consigned by him.
5. Consignor shall not withdraw any animal accepted for entry to the sale save and except with the express approval of SC.
6. In the event of a withdrawal of a horse from the sale, Consignor shall forfeit the total entry fee.
7. SC is acting herein simply as the agent of the Consignor and, accordingly, the animal consigned remains at all times entirely at the risk of the Consignor. The Consignor guarantees the title of the consigned animal 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 an animal 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 an animal 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 an animal sold to him, SC is authorized to accept the same amount from another person; or to accept the next highest bid. The animal 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 animal, 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 fourteen (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 animal 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 animal consigned by him is auctioned or sold.
14. The Consignor will furnish a satisfactory veterinarian's certificate (based on examination done within seven (7) days of sale) indicating each broodmare to be either in foal or not in foal. If this certificate is not presented, the Consignor agrees to have the mare examined by a veterinarian appointed by SC the day of the sale and further agrees to pay costs of such examination and for a certificate thereof. If a mare or filly sold as not in foal is, in fact, in foal or a broodmare sold as in foal is, in fact, not in foal, or an animal described as a colt or gelding does not meet that description, the animal may be returned to the consignor for a refund of the purchase price and the Consignor shall pay any reasonable expenses incurred by the purchaser. No broodmare will be accepted for sale unless the application for entry is accompanied by a Certificate of Service signed by the stallion owner, lessee, or authorized agent and a recent breeding history in form approved by SC is signed by the Consignor.
15. In the event of any dispute arising from the consignment or sale of a horse 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 an animal 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 horse and SC reserves the right to state the fact in the catalogue.
18. If possible, all animals will be Coggins-tested negative for equine infectious anemia within 180 days of the date of sale. The parentage of each yearling and weanling must be verified by blood typing or DNA at a SC approved laboratory prior to date of sale. All yearlings and weanlings consigned must be freeze branded.
19. Settlements by SC with the Consignor for animals sold shall not be due until the 30th day after the day of sale on which the animals 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 animal entered which in its opinion is appropriate.
21. The Consignor shall not commit any animal consigned to the sale to any race on or after the day of sale.
22. The Consignor shall deliver to SC, prior to time of sale, a SC or USTA Certificate of Registration for each horse as well as the name of the stallion and last breeding date of a broodmare in foal, and the Certificate of Service for each mare pronounced in foal. The Consignor agrees that in the event that any animal 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.
23. Consignor is responsible for the accuracy of statements made regarding stake and futurity engagements and the past performance of the horse being consigned. Consignor agrees to indemnify and save harmless SC in respect of any liability, which may be incurred by SC as a result of errors in reporting such information. Consignor is solely responsible for the accuracy of all information printed under the "owners statement" in the catalogue. Statements by the auctioneer or the auctioneer's pedigree reader at the sale are made for and on behalf of the Consignor. SC shall not be responsible for any error, misstatements or omissions in the catalogue or made by the auctioneer or the auctioneer's pedigree reader.
24. Consignor authorizes SC to deduct a one hundred dollar (\$100.00) 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, Coggins test (if available), a parentage verification certificate, Certificate of Service for broodmares pronounced in foal, etc.
25. 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.