

### CANADIAN THOROUGHBRED HORSE SOCIETY (BC Division)

#7-5492 Production Blvd, Surrey, BC V3S 8P5
Phone (604) 534-0145 ● Fax (604) 534-CTHS (2847) ● Email cthsbc@cthsbc.org ● Website www.cthsbc.org

#### 2022 HORSES OF RACING AGE SALE

Saturday, April 9, 2022 to be held at **Hastings Racecourse** 

#### CONTRACT FOR CONSIGNMENT

Total Entry Fee:	Non-refundable. All entry fees must accompany entry application. Entry fees
	will be waived for yearlings that passed through the 2021 CTHS BC Yearling &
	Mixed Sale
	\$393.75 (\$375.00 + \$18.75 gst) — for all <b>entries.</b>
Commission:	\$150 flat fee - per horse sold, not sold, or withdrawn without a vet certificate;

**ENTRIES CLOSE:** Tuesday, March 1, 2022

#### **REQUIREMENTS:**

- Only members of the CTHS may consign to this sale.
- All entries must be in writing and signed by the consignor or his/her authorized agent.
- If a horse is withdrawn, commission will be charged. This charge will be waived upon receipt of a veterinary certificate within 10 days of the withdrawal date. Pursuant to #5 of the Consignor's Contract, if any horse is sold or entered into another sale or sales and withdrawn from this CTHS sale, a penalty of \$1,000 will be charged to the consignor.
- Horses foaled in 2020 can be made eligible for the CTHS BC Sales Stakes starting in 2022.
- Registration papers for **ALL** entries must be in Hastings Race Office or accompany this entry application or entries will not be **permitted** into the sale.
- Prior to arrival on Hastings grounds, all horses must:
  - be properly vaccinated including current vaccinations for **FLU** and **RHINO**. Proof of **STRANGLES** vaccination within the last three (3) years and have a current **COGGINS** on all horses. All vaccinations must be signed off by a licensed veterinarian. No horse will be allowed on the grounds without this certification. Certification forms will be made available online at www.hastingsracecourse.com, in the racing office, or by fax.. These forms must precede or accompany each horse prior to arrival.
- If a reserve is desired by the consignor, said reserve shall be given to the auctioneer at announced consignor's meeting.
- Consignors will be paid within 20 days after the C.T.H.S. has received payment for the consignment sold. However, the C.T.H.S. reserves the right to extend this deadline if necessary.

#### **DOCUMENTS REQUIRED FOR SALE:**

- Digital/Original Jockey Club Registration Certificate for each horse
- Original Canadian Registration Certificate for each horse (if applicable)
- Original Coggins
- All required vaccinations certification
- Agent Authorization form (if applicable)

## Canadian Thoroughbred Horse Society (BC Division) Saturday, April 9, 2022, Horses of Racing Age Sale

TO BE CATALOGUED AS: CONSIGNED BY

X (The	manner in which the above line is filled out is how it wi	ill annoan at the	a ton of the estelogue page. If agentla name is to	
appe	ar, please note above.)	ın appear at tiid	e top of the catalogue page. If agent's name is to	
Regis	stered Owner (s):	Agent:		
Addr	ess:	Address:		
City/l	Prov./P.Code:	City/Prov./P	.Code:	
Phone	e:Email/Fax:	Phone:	Email/Fax:	
Train	er:	Phone:	Email/ Fax:	
If pos	ssible to be stabled with (near)			
	** Note : Consignor's contract	must be r	ead & signed on page 6 **	
ا.	IF YOU WISH TO USE THE SERVICES OF A	AN AGENT,	PLEASE COMPLETE THIS PORTION	
	2022 Horses of	of Racing A	Age Sale	
	AGENT AU	THORIZ	ATION	
	reby authorize in, extending to all acts and matters necessary, cosale, as described below. <b>DESIGNATED AGE</b>			
	☐ Act on my behalf without restrictions. (A	Agent will rec	eive proceeds from this sale).	
	☐ Act on my behalf but with the following re	estrictions, c	hecked as applicable below:	
<b>1</b> .	Agent may not receive the proceeds from any ardelivery of the animal or afterward.	nd all lots con	asigned by me to this sale, whether on	
<b>2</b> .	Agent may not bid in any lots consigned by me	to this sale of	n which the reserve has not been reached.	
<b>3</b> .	☐ 3. Agent may not designate reserve price and sign same reserve authorization on any and all lots consigned by me to this sale.			
<b>4</b> .	☐ 4. Agent may not withdraw at his discretion any and all lots consigned by me to this sale, subject to fees or refunds as stated in the Consignor's Contract and the Conditions of Sale as set forth herein.			
<b>5</b> .	Agent may not provide information on current t inclusion in catalogue, or announcements from thereof.	_	•	
Date	:Signed			
		For Agent A	uthorization Only	

# HORSES OF RACING AGE

INITIAL	BY INITIALING AND SIGNING BI	FLOW LUNDERSTAND TO	the CTHS BC Sale Stal	8		
INITIAL	SALES STAKES. THE CONSIGN	NOR IS RESPONSIBLE FO	R THE \$175 (2-YEAR-OLD) PRO	VISIONAL NOMINATION FEE,		
	WHICH WILL BE DEDUCTED FR SOLD THE CONSIGNOR MUST I					
	ELIGIBLE TO ENTER THE 2 YEAR OLD SALES STAKES, THE CONSIGNOR MAY PAY AN ADDITIONAL \$450 AS WELL AS \$200 SUSTAINING FEE FOR A TOTAL OF \$825 FOR THE 2-YEAR-OLD TO ENTER THE CTHS 2-YEAR-OLD SALES					
	STAKES IN 2020.					
	DATE:	,2022 SIGNE	D: OWNER II TRAINER O	D ALITHODIZED AGENT		
	TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES IN 2023 A SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14 <sup>TH</sup> , 2023. IN ORDER TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES IN 2024, THE 2023 THREE & FOUR-YEAR-OLD SALES STAKES \$200 PAYMENT MUST HAVE BEEN MADE ON FEBRUARY 14, 2023 AND A FURTHER SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14 <sup>TH</sup> , 2024.					
	ADDITIONALLY, A SUPPLEMENT					
	TOGETHER WITH ALL OUTSTAN PAYMENT MUST BE PAID IN FUI OWNERS SHOULD BE AWARE O	LL TO THE CTHS (BC DIVI	SION) NO LATER THAN AT THE T	TME OF ENTRY. ALSO,		
	NOTE: All <u>Canadian-bred</u> horse commissions. nominations and Alberta, Manitoba, Ontario have in each other's sale stakes).	sustaining fees, paid in f a reciprocal agreement t	ull) will be eligible for the Canad hat allows Canadian-bred horse	ian Salès Stakes Series (BC, s sold through their sale to run		
	DATE:	. 2022 SIGNED:				
			☐ OWNER ☐ TRAINER OR	AUTHORIZED AGENT		
ESPECT TO CI	PLEASE BE FAMILIAR WITH CONDIT RIBBERS, RIDGELINGS, TWINS, IMPA S LIST, ETC. CONSIGNORS WILL BE	IRED VISION, WIND DEFI	ECTS, BLEEDERS, HORSES NER prementioned disclosures or an	EVED, ON STEWARDS' LIST OR		
I HS office in t	ime for announcements to be made p	rior to your horse going t	hrough the sale ring.			
**	T IS YOUR RESPONSIBILITY TO MAK	KE THE CTHS OFFICE AV	ARE OF ANY OBLIGATORY AN	NOUNCEMENTS**		
	IT IS YOUR RESPONSIBILITY TO MAK OCKEY CLUB & CANADIAN					
			PAPERS MUST ACCOM  Nominate to Sales	PANY ENTRY ENGAGEMENTS:		
JC		REGISTRATION	PAPERS MUST ACCOM  Nominate to Sales  Stake	PANY ENTRY  ENGAGEMENTS:  Jack Diamond		
JC Name:		Colour:	PAPERS MUST ACCOM  Nominate to Sales	PANY ENTRY ENGAGEMENTS:		
Name: Sire: Dam:	OCKEY CLUB & CANADIAN	Colour: Sex:	PAPERS MUST ACCOM  Nominate to Sales  Stake	PANY ENTRY  ENGAGEMENTS:  Jack Diamond  Sadie Diamond		
Name: Sire: Dam: Dam's S	OCKEY CLUB & CANADIAN	Colour: Sex:	Nominate to Sales Stake Yes No No	ENGAGEMENTS:  □ Jack Diamond □ Sadie Diamond □ Breeders' Cup		
Name: Sire: Dam: Dam's S	Sire: in the Prov./State of:	Colour: Sex:	Nominate to Sales Stake Yes No Registration issued:	ENGAGEMENTS:  □ Jack Diamond □ Sadie Diamond □ Breeders' Cup		
Name: Sire: Dam: Dam's S Foaled	Sire: in the Prov./State of:	Colour: Sex: Date Foaled:	Nominate to Sales Stake Yes No Registration issued:	ENGAGEMENTS:  □ Jack Diamond □ Sadie Diamond □ Breeders' Cup		
Name: Sire: Dam: Dam's S Foaled	Sire: in the Prov./State of:	Colour: Sex: Date Foaled:	Nominate to Sales Stake Yes No Registration issued: Yes No No No Nominate to Sales	PANY ENTRY  ENGAGEMENTS:  Jack Diamond Sadie Diamond Breeders' Cup Other – Name/s:  ENGAGEMENTS:		
Name: Sire: Dam: Dam's S Foaled:	Sire: in the Prov./State of:	Colour: Sex: Date Foaled:	Nominate to Sales Stake Yes No Registration issued: Yes No	PANY ENTRY  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Breeders' Cup  Other – Name/s:  ENGAGEMENTS:  Jack Diamond		
Name: Sire: Dam: Dam's S Foaled: Name: Sire: Dam:	Sire: in the Prov./State of:	Colour: Sex: Date Foaled:  Colour: Colour:	Nominate to Sales Stake Yes No Registration issued: Yes No No No Nominate to Sales	PANY ENTRY  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Other – Name/s:  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Sadie Diamond  Breeders' Cup		
Name: Sire: Dam: Dam's S Foaled: Crible  Name: Sire:	Sire: in the Prov./State of: per  Ridgeling  Sight Defe	Colour: Sex: Date Foaled:  Colour: Sex: Colour: Sex:	Nominate to Sales Stake Yes No Registration issued: Yes No No No Registration issued: Yes No Registration issued: Yes No Registration issued:	PANY ENTRY  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Breeders' Cup  Other – Name/s:  ENGAGEMENTS:  Jack Diamond  Sadie Diamond		
Name: Sire: Dam: Dam's S Foaled: Crible  Name: Sire: Dam: Dam's S	Sire: in the Prov./State of: per  Ridgeling  Sight Defe	Colour: Sex: Date Foaled:  Colour: Sex: Colour: Sex:	Nominate to Sales Stake Yes No Registration issued: Yes No	PANY ENTRY  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Other – Name/s:  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Sadie Diamond  Breeders' Cup		
Name: Sire: Dam: Dam's S Foaled: Crible  Name: Sire: Dam: Dam's S	Sire:  oer  Ridgeling  Sight Defe	Colour: Sex: Date Foaled:  Colour: Sex: Date Foaled:	Nominate to Sales Stake Yes No Registration issued: Yes No No No Registration issued: Yes No Registration issued: Yes No Registration issued:	ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Breeders' Cup  Other – Name/s:  ENGAGEMENTS:  Jack Diamond  Sadie Diamond  Sadie Diamond  Breeders' Cup		

#3	Name:	Colour:	Nominate to Sales	ENGAGEMENTS: ☐ Jack Diamond ☐ Sadie Diamond ☐ Breeders' Cup		
	Sire:	Sex:	Stake Yes  No  No			
	Dam:	Date Foaled:				
	Dam's Sire:	Twin	Registration issued: Yes  No	☐ Other – Name/s:		
	Foaled in the Prov. of:	Yes No No	resu Nou			
	☐ Cribber ☐ Ridgeling ☐ Sight Defec	t Other (state):				
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS: ☐ Jack Diamond		
	Sire:	Sex:	Yes No No	☐ Sadie Diamond		
#4	Dam:	Date Foaled:		Breeders' Cup		
#4	Dam's Sire:	Twin	Registration issued: Yes No No	☐ Other – Name/s:		
	Foaled in the Prov. of:	Yes No No	162 110 11			
	☐ Cribber ☐ Ridgeling ☐ Sight Defec	☐ Cribber ☐ Ridgeling ☐ Sight Defect ☐ Other (state):				
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS:  Jack Diamond		
	Sire:	Sex:	Yes No No	☐ Sadie Diamond		
#5	Dam:	Date Foaled:		☐ Breeders' Cup☐ Other — Name/s:		
#3	Dam's Sire:	Twin	Registration issued: Yes \( \Pi \) No \( \Pi \)	Uner – Name/s:		
	Foaled in the Prov. of:	Yes No No	165 4 110 4			
	☐ Cribber ☐ Ridgeling ☐ Sight Defec					
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS:  ☐ Jack Diamond		
	Sire:	Sex:	Yes No No	☐ Sadie Diamond		
#6	Dam:	Date Foaled:		☐ Breeders' Cup ☐ Other – Name/s:		
#0	Dam's Sire:	Twin	Registration issued: Yes No No	U Other – Name/s.		
	Foaled in the Prov. of:	Yes □ No □	100			
	☐ Cribber ☐ Ridgeling ☐ Sight Defec	***************************************				
#7	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS: ☐ Jack Diamond		
	Sire:	Sex:	Yes No No	☐ Sadie Diamond		
	Dam:	Date Foaled:		☐ Breeders' Cup ☐ Other – Name/s:		
	Dam's Sire:	Twin	Registration issued: Yes  No  No	— Onici — Namic/s.		
	Foaled in the Prov. of:	Yes 🗆 No 🗅				
	☐ Cribber ☐ Ridgeling ☐ Sight Defec					

#### **CONSIGNOR'S CONTRACT**

#### PLEASE READ PRIOR TO SIGNING

To: CANADIAN THOROUGHBRED HORSE SOCIETY (BRITISH COLUMBIA DIVISION)
#7- 5492 Production Blvd., Surrey, BC V3S 8P5
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 herein 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 a flat commission in the amount of \$150, on each horse sold or bid on 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. If any horse is sold or entered into another sale or sales and withdrawn from this CTHS sale, a penalty of \$1000.00 will be charged to the consignor.
- 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 this 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 of "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		EMAIL/FAX		DATE