

## 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

# 2024 Yearling & Mixed Sale

Wednesday, August 28, 2024 to be held at **Thunderbird Show Park, Langley, BC** 

# Entries Close Friday, May 10, 2024

All Entry Fees are non-refundable and must be paid within 10 days of the entry deadline.

#### Fees for Entries:

\$393.75 (\$375 + \$18.75 gst) - Canadian-bred and Canadian Registered Yearlings, Weanlings, and HORA \$630 (\$600 + \$30 gst) - Non-Canadian bred Yearlings, Weanlings, and HORA

393.75 (375 + 18.75 gst) –Broodmares and Stallions

\$210 (\$200 + \$10 gst) - Stallion Shares

**Commission:** 

5% of reserve or accepted bid on horses, with a minimum commission of:

\$150 per horse sold, not sold, or withdrawn without a vet certificate;

\$80 per stallion share sold or not sold.

### **REQUIREMENTS:**

- Only members of the CTHS may consign to this sale.
- All entries must be in writing and signed by the consignor or the consignor's authorized agent.
- The halter goes with the horse. Halter will be invoiced at cost (plus taxes) after the sale. Consignor is responsible for cost of halter whether horse is sold, not sold, or withdrawn.
- If a horse is withdrawn, minimum commission will be charged. This charge will be waived upon receipt of a veterinary certificate within 10 days of the withdrawal date. A commission will not be charged for horses withdrawn from the sale with a vet certificate.
- ALL horses (Canadian-bred or Foreign-bred) that have passed through the sale, which have paid in full all CTHS commissions, nomination and sustaining fees, are eligible for the CTHS (BC Division) Sales Stakes.
- DNA for weanlings must have been processed a month before the sale date.
- Registration papers for ALL entries must be in the possession of the C.T.H.S. office 30 days prior to the sale or entries will be required to be withdrawn from the sale.
- If a reserve is desired by the consignor, said reserve shall be given to the auctioneer prior to the sale.
- Consignors will be paid within 30 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 or original Jockey Club Registration Certificate for each horse
- Original Canadian Registration Certificate for each horse (if applicable)
- Original Coggins Test (within 6 months of sale). Horses without negative coggins cannot be sold.

## DOCUMENTS ALSO REQUIRED IF APPLICABLE:

- Agent Authorization Form
- Colt/Ridgeling Form
- Stallion Service Certificate
- Breeding Status Certificate

# Canadian Thoroughbred Horse Society (BC Division) Wednesday, August 28, 2024 – Yearling & Mixed Sale

# TO BE CATALOGUED AS: CONSIGNED BY

X				
	manner in which the above line is filled out is lar, please note above.)	now it will appear at the to	p of the catalogue page. If agent's name is to	
Registered Owner (s):		Agent:		
Addre	ess:	Address:		
City/P	Prov./P.Code:	City/Prov./P.Code:		
Phone	e:Email/Fax:	Phone:	Email/Fax:	
Traine	er:	Phone:	Email/ Fax:	
If pos	sible to be stabled with (near)			
	** Note : Consignor's con	tract must be rea	ad & signed on page 9**	
1	IF YOU WISH TO USE THE SERVICE	ES OF AN AGENT, PL	LEASE COMPLETE THIS PORTION	
	2024	Variation O Minat	C-1-	
	2024	Yearling & Mixed S	Sale	
	AGEN	Γ AUTHORIZA	TION	
	eby authorizein, extending to all acts and matters necessale, as described below. <b>DESIGNATE</b>		to act as my agent at the sale named cidental to the sale of any animal by me in <b>DRIZED TO:</b>	
	☐ Act on my behalf without restricti	ons. (Agent will receiv	ve proceeds from this sale).	
	☐ Act on my behalf but with the follow	wing restrictions, chec	cked as applicable below:	
<b>□</b> 1.	Agent may not receive the proceeds from delivery of the animal or afterward.	n any and all lots consig	gned by me to this sale, whether on	
<b>2</b> .	Agent may not bid in any lots consigned	l by me to this sale on v	which the reserve has not been reached.	
<b>3</b> .	Agent may not designate reserve price a by me to this sale.	nd sign same reserve au	uthorization on any and all lots consigned	
<b>4</b> .	Agent may not withdraw at his discretion refunds as stated in the Consignor's Con-	•	gned by me to this sale, subject to fees or as of Sale as set forth herein.	
<b>5</b> .	Agent may not provide information on cinclusion in catalogue, or announcement thereof.		ding status, or other information for ad, and warrant on my behalf the accuracy	
Date	:S	igned		
		For Agent Auth	orization Only	

## YEARLING

ALL Registered Horses are	eligible for th	he CTHS BC	Sale Stakes
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INITIAL	

BY INITIALING AND SIGNING BELOW, I UNDERSTAND THAT I HAVE ELECTED TO PROVISIONALLY NOMINATE TO THE SALES STAKES. THE CONSIGNOR IS RESPONSIBLE FOR THE \$175 (YEARLING) PROVISIONAL NOMINATION FEE, WHICH WILL BE DEDUCTED FROM THE SALES PROCEEDS. IF THE HORSE PASSES THROUGH THE SALE, BUT IS NOT SOLD, THE CONSIGNOR MUST PAY THE \$175 PROVISIONAL NOMINATION FEE. TO BE FULLY NOMINATED TO THE SALES STAKES, THE BUYER OR THE CONSIGNOR MUST PAY AN ADDITIONAL \$450 TO KEEP THE HORSE ELIGIBLE TO ENTER THE CTHS 2-YEAR-OLD AND THE 3- & 4-YEAR-OLD SALES STAKES\*\*. SUCH PAYMENT TO BE RECEIVED BY THE CTHS BC NO LATER THAN 30 DAYS FOLLOWING THE SALE OF AUGUST 28, 2024, NAMELY SEPTEMBER 29, 2024.

TO REMAIN ELIGIBLE, FOR THE TWO-YEAR-OLD SALES STAKES A SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14<sup>TH</sup>, 2025 AND TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES\*\* THE TWO-YEAR-OLD \$200 SUSTAINING FEE MUST HAVE BEEN PAID. IN ADDITION, TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES\*\* A SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14<sup>TH</sup>, 2026 AND A FURTHER SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14<sup>TH</sup>, 2027.

\*\* the stakes races for the 3 and 4-year olds are being re-evaluated and may be subject to change due to financial constraints.

LATE NOMINATION WILL BE ACCEPTED ONLY IF ACCOMPANIED BY A LATE FEE IN THE AMOUNT OF 5% OF THE PURSE AMOUNT, PAYABLE TO THE CTHS BC AND RECEIVED AT THE CTHS BC OFFICE PRIOR TO OR AT THE TIME THAT THE NOMINATION FOR RACE IS PAID TO HASTINGS RACE OFFICE. IN ADDITION TO THE LATE FEE, ALL OUTSTANDING AND UNPAID NOMINATION PAYMENTS, AND OR SUSTAINING FEES MUST BE PAID IN FULL TO THE CTHS BC, AND RECEIVED AT THE CTHS BC OFFICE, PRIOR TO OR AT THE TIME OF THE PAYMENT OF THE LATE NOMINATION FEE. UPON COMPLETION OF LATE NOMINATION, HORSES BECOME ELIGIBLE FOR FINAL PAYMENT AND STARTING FEES AS SET OUT IN THE NOMINATION FORM.

NOTE: Only <u>Canadian-bred</u> yearlings that are fully eligible for the CTHS (BC Division) Sales Stakes (i.e. have all commissions, nomination and sustaining fees, paid in full) will be eligible for the CANADIAN SALES STAKES SERIES (BC, Alberta, Manitoba and Ontario have a reciprocal agreement that allows Canadian-bred horses sold through their sale to run in each other's sale stakes).

DATE:, 2024	SIGNED: OWNER ITRAINER OR AUTHORIZED AGENT

CONSIGNORS -- PLEASE BE FAMILIAR WITH CONDITIONS OF SALE, AND, IN PARTICULAR, CONDITIONS EIGHTH, NINTH, AND TENTH WITH RESPECT TO CRIBBERS, RIDGELINGS, TWINS, IMPAIRED VISION, WIND DEFECTS, BLEEDERS, HORSES NERVED, ON STEWARDS' LIST OR VETERINARIAN'S LIST, ETC. CONSIGNORS WILL BE LIABLE for any of the aforementioned disclosures or any others not declared to the CTHS office in time for announcements to be made prior to your horse going through the sale ring.

\*\*IT IS YOUR RESPONSIBILITY TO MAKE THE OFFICE AWARE OF ANY OBLIGATORY ANNOUNCEMENTS\*\*
IF POSSIBLE, JOCKEY CLUB & CANADIAN REGISTRATION PAPERS SHOULD ACCOMPANY ENTRY
Name of Horse or indicate, "name applied for" or "unnamed"

#1	Name: Sire:	Colour: Sex:	Nominate to Sales Stake Yes  No  No	☐ Jack Diamond ☐ Sadie Diamond ☐ Breeders' Cup
	Dam:	Date Foaled:		☐ Other – Name/s:
#1	Dam's Sire:		Registration issued: Yes □ No □	
	Foaled in the Prov. of:	Yes No No		
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):		
	Nome	Colour:		PRICACEMENTS.
	Name:	Colour.	Nominate to Sales Stake	ENGAGEMENTS:  ☐ Jack Diamond
	Sire:	Sex:	Nominate to Sales Stake Yes □ No □	☐ Jack Diamond☐ Sadie Diamond
<i>u</i> 2			Yes No No	☐ Jack Diamond
#2	Sire:	Sex: Date Foaled: Twin		☐ Jack Diamond☐ Sadie Diamond☐ Breeders' Cup
#2	Sire: Dam:	Sex: Date Foaled:	Yes No Registration issued:	☐ Jack Diamond☐ Sadie Diamond☐ Breeders' Cup

	Name:	Colour:		ENGAGEMENTS:
	Sire:	Sex:	Nominate to Sales Stake Yes □ No □	☐ Jack Diamond☐ Sadie Diamond
	Dam:	Date Foaled:		☐ Breeders' Cup
#3	Dam's Sire:	Twin	Registration issued:	☐ Other – Name/s:
	Foaled in the Prov. of:	Yes No No	Yes 🗆 No 🗆	
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):		
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS:
	Sire:	Sex:	Yes No No	☐ Sadie Diamond
#4	Dam:	Date Foaled:		☐ Breeders' Cup☐ Other – Name/s:
# <b>4</b>	Dam's Sire:	Twin	Registration issued: Yes No No	— Name/s.
	Foaled in the Prov. of:	Yes No No	1 CS waf 110 war	
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):		
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS: ☐ Jack Diamond
	Sire:	Sex:	Yes 🗆 No 🗅	☐ Sadie Diamond
11,5	Dam:	Date Foaled:		☐ Breeders' Cup☐ Other – Name/s:
#5	Dam's Sire:	Twin	Registration issued:	Utner – Name/s:
	Foaled in the Prov. of:	Yes No No	100	
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):		
				1
	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 Yes □ No □	Registration issued:	- Tannors.
	Foaled in the Prov. of:	Yes No No		
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):		
				· · · · · · · · · · · · · · · · · · ·
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS: ☐ Jack Diamond
	Sire:	Sex:	Yes No No	☐ Sadie Diamond
#7	Dam:	Date Foaled:		☐ Breeders' Cup ☐ Other — Name/s:
π/	Dam's Sire:	Twin Yes  No	Registration issued: Yes No No	
	Foaled in the Prov. of:	1 es a No a		
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):		

## WEANLINGS

# All Registered Horses are eligible for the CTHS BC Sale Stakes

INITIAL

BY INITIALING AND SIGNING BELOW, I UNDERSTAND THAT I HAVE ELECTED TO PROVISIONALLY NOMINATE TO THE SALES STAKES. THE CONSIGNOR IS RESPONSIBLE FOR THE \$100 (WEANLING) PROVISIONAL NOMINATION FEE, WHICH WILL BE DEDUCTED FROM THE SALES PROCEEDS. IF THE HORSE PASSES THROUGH THE SALE, BUT IS NOT SOLD THE CONSIGNOR MUST PAY THE \$100 PROVISIONAL NOMINATION FEE. TO BE FULLY NOMINATED TO THE SALES STAKES, THE BUYER OR THE CONSIGNOR MUST PAY AN ADDITIONAL \$350. TO KEEP THE HORSE ELIGIBLE TO ENTER THE 2-YEAR-OLD AND THE 3 & 4-YEAR-OLD SALES STAKES\*\*. SUCH A PAYMENT TO BE RECEIVED BY THE CTHS BC NO LATER THAN 30 DAYS FOLLOWING THE SALE OF AUGUST 28, 2024 NAMELY SEPTEMBER 28, 2024.

TO REMAIN ELIGIBLE, FOR THE TWO-YEAR-OLD SALES STAKES A SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14TH, 2027 AND TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES\*\* THE TWO-YEAR-OLD \$200 SUSTAINING FEE MUST HAVE BEEN PAID. IN ADDITION, TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES\*\* A SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14TH, 2027 AND A FURTHER SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14TH, 2028.

\*\* the stakes races for the 3 and 4-year olds are being re-evaluated and may be subject to change due to financial constraints.

LATE NOMINATION WILL BE ACCEPTED ONLY IF ACCOMPANIED BY A LATE FEE IN THE AMOUNT OF 5% OF THE PURSE AMOUNT, PAYABLE TO THE CTHS BC AND RECEIVED AT THE CTHS BC OFFICE PRIOR TO OR AT THE TIME THAT THE NOMINATION FOR RACE IS PAID TO HASTINGS RACE OFFICE. IN ADDITION TO THE LATE FEE, ALL OUTSTANDING AND UNPAID NOMINATION PAYMENTS, AND OR SUSTAINING FEES MUST BE PAID IN FULL TO THE CTHS BC, AND RECEIVED AT THE CTHS BC OFFICE, PRIOR TO OR AT THE TIME OF THE PAYMENT OF THE LATE NOMINATION FEE. UPON COMPLETION OF LATE NOMINATION, HORSES BECOME ELIGIBLE FOR FINAL PAYMENT AND STARTING FEES AS SET OUT IN THE NOMINATION FORM.

NOTE: Only Canadian-bred yearlings that are fully eligible for the CTHS (BC Division) Sales Stakes (i.e. have all commissions, nomination and sustaining fees, paid in full) will be eligible for the CANADIAN SALES STAKES SERIES (BC, Alberta, Manitoba and Ontario have a reciprocal agreement that allows Canadian-bred horses sold through their sale to run in each other's sale stakes).

DATE:	, 2024	SIGNED: OWNER TRAINER OR AUTHORIZED AGENT
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CONSIGNORS -- PLEASE BE FAMILIAR WITH CONDITIONS OF SALE, AND, IN PARTICULAR, CONDITIONS EIGHTH, NINTH, AND TENTH WITH RESPECT TO CRIBBERS, RIDGELINGS, TWINS, IMPAIRED VISION, WIND DEFECTS, BLEEDERS, HORSES NERVED, ON STEWARDS' LIST OR VETERINARIAN'S LIST, ETC. CONSIGNORS WILL BE LIABLE for any of the aforementioned disclosures or any others not declared to the CTHS office in time for announcements to be made prior to your horse going through the sale ring.

\*\*IT IS YOUR RESPONSIBILITY TO MAKE THE CTHS OFFICE AWARE OF ANY OBLIGATORY ANNOUNCEMENTS\*\*

# IF POSSIBLE, JOCKEY CLUB & CANADIAN REGISTRATION PAPERS SHOULD ACCOMPANY ENTRY

I.F	Name of Horse or indicate, "name applied for" or "unnamed"					
	Name:	Colour:	Nominate to Sales Stake	■ Jack Diamond ■ Sadie Diamond ■ Breeders' Cup ■ Other – Name/s:		
	Sire:	Sex:	Yes  No  No			
	Dam:	Date Foaled:				
#1	Dam's Sire:	Twin	Registration issued: Yes \( \Pi \) No \( \Pi \)			
	Foaled in the Prov. of:	Yes □ No □				
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):				
	Name:	Colour:	Nominate to Sales Stake	ENGAGEMENTS:  □ Jack Diamond		
	Sire:	Sex:	Yes No No	☐ Sadie Diamond		
#2	Dam:	Date Foaled:	Designation inqued:	☐ Breeders' Cup ☐ Other – Name/s:		
	Dam's Sire:	Twin _	Registration issued: Yes No No			
	Foaled in the Prov. of:	Yes No No				
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):				

# **HORSES OF RACING AGE • STALLIONS**

ALL Registered Horses are	eligible for th	e CTHS BC	Sale Stakes
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INITIAL	ISTALLIONS WHO HAVE NOT PREVIOUSLY IN TO THE SALES STAKES. THE CONSIGNOR NOMINATION FEE, WHICH WILL BE DEDUCTION SALE, BUT IS NOT SOLD THE CONSIGNOR NOMINATED TO THE SALES STAKES, THE BUT IN THE HORSE STAKES, THE BUT IN THE HORSE STAKES, THE BUT IN THE SALES STAKES.	ERSTAND THAT I HAVE ELECTED (APPLICABLE FOR HORSES PASSED THROUGH THE YEALING SALE) TO PROVISIONALLY NOMINATE IS RESPONSIBLE FOR THE \$150 (2-YEAR-OLD) PROVISIONAL ED FROM THE SALES PROCEEDS. IF THE HORSE PASSES THROUGH THE IUST PAY \$150 PROVISIONAL NOMINATION FEE. TO BE FULLY UYER OR THE CONSIGNOR MUST PAY AN ADDITIONAL \$225 TO KEEP YEAR-OLD SALES STAKES.** SUCH PAYMENT TO BE RECEIVED BY THE ING THE SALE OF AUGUST 28,2024, NAMELY SEPTEMBER 28,,2024.

TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES \*\* IN 2025 A SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14, 2025. IN ADDITION TO REMAIN ELIGIBLE FOR THE THREE & FOUR-YEAR-OLD SALES STAKES\*\* IN 2026, THE 2025 THREE & FOUR-YEAR-OLD SALES STAKES\*\* \$200 PAYMENT MUST HAVE BEEN MADE ON FEBRUARY 14, 2025 AND A FURTHER SUSTAINING FEE OF \$200 IS DUE ON FEBRUARY 14, 2026.

\*\* the stakes races for the 3 and 4-year olds are being re-evaluated and may be subject to change due to financial constraints.

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DATE:, 2024	SIGNED: OWNER □ TRAINER OR AUTHORIZED AGENT
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CONSIGNORS -- PLEASE BE FAMILIAR WITH CONDITIONS OF SALE, AND, IN PARTICULAR, CONDITIONS EIGHTH, NINTH, AND TENTH WITH RESPECT TO CRIBBERS, RIDGELINGS, TWINS, IMPAIRED VISION, WIND DEFECTS, BLEEDERS, HORSES NERVED, ON STEWARDS' LIST OR VETERINARIAN'S LIST, ETC. CONSIGNORS WILL BE LIABLE for any of the aforementioned disclosures or any others not declared to the CTHS office in time for announcements to be made prior to your horse going through the sale ring.

\*\*IT IS YOUR RESPONSIBILITY TO MAKE THE CTHS OFFICE AWARE OF ANY OBLIGATORY ANNOUNCEMENTS\*\*

IF POSSIBLE, JOCKEY CLUB & CANADIAN REGISTRATION PAPERS SHOULD ACCOMPANY ENTRY Name of Horse or indicate, "name applied for" or "unnamed"

#1	Name: Sire:	Colour: Sex:	]	Nominate to Sales Stake Yes □ No □		ENGAGEMENTS: ☐ Jack Diamond ☐ Sadie Diamond	
	Dam:	Date Foaled:				☐ Breeders' Cup ☐ Other – Name/s:	
	Dam's Sire:	Twin		Registration Yes	n issued: No □		
	Foaled in the Prov. of:	Yes 🗖 No					
	☐ Cribber ☐ Ridgeling ☐ Sight Defect	Other (state):					
	Name:	Colour:	]	Nominate to S		ENGAGEMENTS: ☐ Jack Diamond	
	Name: Sire:	Colour: Sex:	]	Nominate to S Yes □	ales Stake No □	<ul><li>☐ Jack Diamond</li><li>☐ Sadie Diamond</li></ul>	
<b>#</b> 2			]	Yes 🗆	No 🗆	☐ Jack Diamond	
#2	Sire:	Sex: Date Foaled: Twin			No 🗆	☐ Jack Diamond☐ Sadie Diamond☐ Breeders' Cup	
#2	Sire: :	Sex: Date Foaled:		Yes  Registration	No 🗆	☐ Jack Diamond☐ Sadie Diamond☐ Breeders' Cup	

#### **BROODMARES** Stallion Service Certificate must be submitted two weeks prior to the date of sale if mare is bred and in foal. IMPORTANT: For years in which mare had no produce, please indicate SPECIFICALLY whether barren, not bred, slipped, slipped twins, or foal died. SIGNED: \_\_\_\_ ☐ OWNER ☐ AUTHORIZED AGENT CONSIGNORS -- PLEASE BE FAMILIAR WITH CONDITIONS OF SALE, AND, IN PARTICULAR, CONDITIONS EIGHTH, NINTH, AND TENTH WITH RESPECT TO CRIBBERS, RIDGELINGS, TWINS, IMPAIRED VISION, WIND DEFECTS, BLEEDERS, HORSES NERVED, ON STEWARDS' LIST OR VETERINARIAN'S LIST, ETC. CONSIGNORS WILL BE LIABLE for any of the aforementioned disclosures or any others not declared to the CTHS office in time for announcements to be made prior to your horse going through the sale ring. \*\*IT IS YOUR RESPONSIBILITY TO MAKE THE OFFICE AWARE OF ANY OBLIGATORY ANNOUNCEMENTS\*\* This Year's Produce Name: In Foal Slipped Twins Date Foaled: Colour: Year Foaled: Colour: Sex: Not Bred Barren 🗆 Sire: Sire: Slipped: Maiden Last Year's Produce Dam: #1 Foal Died 🗆 Date Foaled: Sex: Dam's Sire: Colour: Bred to: Last Service Date: Sire Other (state): ☐ Cribber This Year's Produce Name: In Foal 🛛 Slipped Twins Date Foaled: Colour: Sex: Colour: Year Foaled: Barren 🚨 Not Bred Sire: Sire: Slipped: Maiden Dam: Last Year's Produce #2 Foal Died 🗆 Date Foaled: Colour: Dam's Sire: Bred to: Last Service Date: Sire: ☐ Cribber Other (state): This Year's Produce Name: In Foal Slipped Twins 🗖 Date Foaled: Year Foaled: Colour: Sex: Colour: Not Bred Barren 🔾

Slipped: 🗆

Foal Died 🗆

Bred to:

Sire:

Dam:

Dam's Sire

Last Service Date:

Other (state):

☐ Cribber

#3

Sire:

Last Year's Produce

Date Foaled:

Colour:

Sire:

Maiden

## **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, legal 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 the Sales Entry. I agree to pay to C.T.H.D. (BC Division) commission of five percent (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. (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.
- 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 the 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	☐ Train		
NAME		Matthews (Matthews Control of the Co	<u> </u>		
ADDRESS		V-0/A			
CITY			_ PROV	POSTAL CODE	
PHONE		EMAIL/FAX		DATE	