

## TERMS AND CONDITIONS

I ENTER THE FOREGOING DESCRIBED HORSE IN NORTH AMERICAN STANDARDBRED MIXED SALE (THE "COMPANY") SUBJECT TO THE PUBLISHED TERMS AND CONDITIONS OF THE SALE APPEARING IN THE NORTH AMERICAN STANDARDBRED MIXED SALE BOOK AND TERMS OF THIS CONTRACT WHICH I HAVE CAREFULLY READ AND EXAMINED, AND ALL OF WHICH I HEREBY FULLY ACCEPT AND AGREE TO BE THE CONTRACT BETWEEN US. I CERTIFY THAT I (THE "CONSIGNOR") AM EITHER THE SOLE OWNER OF THE HORSE LISTED ON THIS CONTRACT, OR FULLY AUTHORIZED BY THE OWNER AND/OR CO-OWNERS TO ACT AS AGENT. FOR THE REMAINDER OF THIS CONTRACT, I MAKE ALL REPRESENTATIONS OR WARRANTIES AS OWNER WITH RESPECT TO MY HORSES OR AS DULY AUTHORIZED AGENT FOR THE OWNER OR CO-OWNERS WITH RESPECT TO ALL AGENT HORSES:

1. CONSIGNOR MUST DELIVER THE ENTERED HORSE TO THE PLACE OF SALE PRIOR TO THE BEGINNING OF THE DAY ON WHICH THE HORSE IS TO BE OFFERED FOR SALE. SUCH LIABILITY SHALL BE AND REMAIN THE SOLE FINANCIAL RESPONSIBILITY OF THE CONSIGNOR AND AS SUCH, CONSIGNOR SHOULD OBTAIN ADEQUATE LIABILITY COVERAGE. IT IS UNDERSTOOD AND AGREED THAT THE HORSE WILL BE PRESENTED FOR SALE UPON THE TERMS AND CONDITIONS STATED IN THE SALE CATALOG.

**2. THE COMPANY'S COMMISSION SHALL BE \$500 OR 6 PERCENT OF THE LAST BID ACCEPTED BY THE AUCTIONEER, WHICHEVER IS GREATER, SUBJECT TO THE FOLLOWING: IF ANY HORSE COVERED BY THIS CONTRACT IS ACCEPTED FOR ENTRY BUT NOT PRESENTED FOR SALE FOR ANY REASON OTHER THAN THOSE EXPRESSLY PERMITTED BY PARAGRAPH 3 BELOW, CONSIGNOR SHALL FORFEIT THE \$375 ENTRY FEE AND PAY 6% COMMISSION ON THE FAIR MARKET VALUE OF THE ANIMAL, OR \$500 WHICHEVER IS GREATER. THE COMPANY RESERVES THE RIGHT TO DETERMINE THE FAIR MARKET VALUE AT ITS SOLE DISCRETION.**

3. THE ONLY EXCEPTIONS TO PAYMENT OF THE AMOUNTS SET FORTH IN PARAGRAPH 2 ABOVE SHALL BE IN THE EVENT A HORSE IS NOT PRESENTED FOR SALE DUE TO ITS DEATH, OR BECAUSE IT HAS BEEN CLAIMED, IN THE EVENT OF A HORSE'S DEATH, EVIDENCED BY AN ACCEPTABLE VETERINARIAN'S CERTIFICATE, CONSIGNOR SHALL PAY THE \$375 ENTRY FEE TO COVER COSTS. IN THE EVENTS A HORSE HAS BEEN CLAIMED, CONSIGNOR SHALL PAY THE COMPANY \$200 IN ADDITION TO THE \$375 ENTRY FEE.

4. UPON EXECUTION OF THIS CONTRACT, CONSIGNOR SHALL PAY TO THE COMPANY A **NONREFUNDABLE** ENTRY FEE OF \$375 FOR EACH HORSE ENTERED.

THIS ENTRY FEE SHOULD ACCOMPANY AN EXECUTED COPY OF THIS CONTRACT AND THE SIGNED REGISTRATION CERTIFICATE.

5. CONSIGNOR SHALL RETAIN DOMINION AND CONTROL OF SAID HORSE UNTIL ITS SALE. THE COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY MOVEMENT OF HORSES, WHETHER BY COMPANY PERSONNEL OR OTHERWISE, NECESSITATED BY OPERATION OF THE SALE.

6. THE COMPANY SHALL BEAR THE RISK OF A CREDIT BUYER'S FINANCIAL ABILITY TO PAY (PROVIDED THE COMPANY HAS EXPRESSLY EXTENDED CREDIT EITHER BEFORE OR AFTER SALE AND FURTHER SUBJECT TO PARAGRAPH 10 AND 21 BELOW). ALL OTHER RISKS IN CONNECTION WITH THE SALE OF ANY HORSE SHALL BE BORNE BY CONSIGNOR, INCLUDING BUT NOT LIMITED TO: (i) **THE ACCURACY AND COMPLETENESS OF ALL PRINTED MATERIAL CONTAINED IN THE CATALOG**; CONSIGNOR BEARS RESPONSIBILITY FOR CONFIRMING THE ACCURACY AND COMPLETENESS AND UPDATING IN WRITING SUCH MATERIAL PRIOR TO SALE; THE COMPANY RESERVES THE RIGHT TO MAKE ANY ANNOUNCEMENTS IT DEEMS APPROPRIATE AT THE TIME OF THE SALE; CONSIGNOR MUST NOTIFY THE COMPANY IN WRITING IF THE HORSE HAS BEEN GELDED, SPAYED, OR NERVED, SUFFERS FROM ANY MATERIAL PHYSICAL PROBLEM OR WAS BRED USING EMBRYO TRANSFER; NOTATIONS ON REGISTRATION OR OTHER DOCUMENTS DO NOT CONSTITUTE ADEQUATE NOTICE TO THE COMPANY; (ii) **FREE AND CLEAR TITLE**; CONSIGNOR HEREBY REPRESENTS THAT THERE ARE NO CLAIMS, LIENS, OR OWNERSHIP DISPUTES RELATING TO ANY ENTERED HORSE; IN THE EVENT THE COMPANY IS NOTIFIED ABOUT ANY SUCH DISPUTE BEFORE OR AFTER SALE, THE COMPANY MAY TAKE ANY ACTION IT DEEMS APPROPRIATE; (iii) **PHYSICAL CONDITION OF THE HORSE**; ALL HORSES ARE SOLD "AS IS"; NONETHELESS, THE COMPANY DOES NOT BEAR ANY RISK RELATING TO THE PHYSICAL CONDITION OF THE HORSE (INCLUDING A BUYER'S REFUSAL TO PAY ON THE BASIS OF SUCH PHYSICAL CONDITION); (iv) **FALSE BUYERS**; IN THE EVENT A SUCCESSFUL BIDDER WHO HAS BEEN NOT BEEN EXTENDED CREDIT BY THE COMPANY REFUSES TO PAY OR CANNOT BE LOCATED BY THE COMPANY AFTER REASONABLE EFFORTS BY THE COMPANY, COMPANY SHALL NOT BE OBLIGATED TO PAY THE SALE PRICE TO CONSIGNOR AND COMPANY MAY, AT ITS DISCRETION, INVOKE THE REMEDIES SET FORTH IN PARAGRAPH 10; (v) VETERINARY OPINIONS CONCERNING THE IN FOAL STATUS OR SUITABILITY FOR MATING OF CONSIGNOR'S MARES.

7. IN THE EVENT OF A DISPUTE ARISING FROM A RISK BORNE BY CONSIGNOR, CONSIGNOR SHALL BEAR (AND INDEMNIFY THE COMPANY FROM) ALL DAMAGES, EXPENSES, AND FEES, INCLUDING LEGAL COSTS OF THE COMPANY, ALL OF WHICH MAY BE DEDUCTED FROM CONSIGNOR'S TOTAL SALE SETTLEMENT, IF ANY. CONSIGNOR SHALL ALSO PAY THE SALE COMMISSION AND COSTS. FURTHERMORE, THE COMPANY MAY USE ITS DISCRETION IN ATTEMPTING TO RESOLVE ANY SUCH DISPUTES. ANY FUNDS RECEIVED BY THE COMPANY WITH RESPECT TO THE SALE OF CONSIGNOR'S HORSES SHALL BE DEEMED GENERAL FUNDS OF THE COMPANY AND NOT TRUST FUNDS OR SPECIAL ACCOUNT FUNDS ON CONSIGNOR'S BEHALF.

8. CONSIGNOR OR HIS DULY AUTHORIZED REPRESENTATIVE WILL BE PRESENT IN PERSON TO MAKE TRUE REPRESENTATIONS RESPECTING EACH HORSE OFFERED FOR SALE BY SUCH CONSIGNOR. ALL INFORMATION POSTED OR DISSEMINATED REGARDING ANY HORSE REMAINS CONSIGNOR'S SOLE RESPONSIBILITY. COMPANY RESERVES THE RIGHT AND PRIVILEGE TO REFUSE TO OFFER A HORSE UNLESS SUCH HORSE IS REPRESENTED BY THE OWNER OR OWNER'S AUTHORIZED AGENT. **CONSIGNOR IS RESPONSIBLE FOR THE IDENTITY AND DESCRIPTION OF ALL HORSES CONSIGNOR AND OFFERED FOR SALE BY HIM AND FOR ANY INFORMATION RELATING TO THE PHYSICAL CONDITION OF THE HORSE, INCLUDING APPROPRIATE AUCTIONEER ANNOUNCEMENTS.**

9. CONSIGNOR WILL FURNISH A HALTER FREE WITH EACH HORSE WHICH CONSIGNOR OFFERS FOR SALE.

10. IN CASE ANY BIDDER FAILS TO PAY FOR AND RECEIVE A HORSE WHICH HAS BEEN STRUCK DOWN TO SUCH BIDDER, COMPANY SHALL HAVE THE RIGHT AND PRIVILEGE TO ACCEPT THE SAME AMOUNT FROM ANOTHER BIDDER OR TO ACCEPT THE NEXT HIGHEST BID; OR, IF IN THE JUDGMENT OF THE AUCTIONEER OR THE COMPANY IT WOULD BE IN THE BEST INTERESTS OF ALL PARTIES, TO PUT UP THE HORSE FOR SALE AGAIN. IN ANY OF THESE CASES THE RESULT SHALL BE THE EFFECTIVE SALE UNDER THIS CONTRACT.

11. ALL HORSES MUST BE DULY REGISTERED WITH THE **UNITED STATES TROTTING ASSOCIATION**. IT SHALL BE THE DUTY OF THE CONSIGNOR TO FURNISH A SIGNED REGISTRATION CERTIFICATE OR SIGNED APPLICATION FOR TRANSFER (SIGNED APPLICATION FOR TRANSFER IS ONLY VALID FOR HORSES THAT ARE "PAPERLESS" WITH THE USTA) AND A CURRENT NEGATIVE COGGINS TEST FOR EACH HORSE TAKEN WITH SIX MONTHS PRIOR TO THE DATE OF SALE AND FILE THE SAME WITH THE COMPANY AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE OF SALE. THE COGGINS TEST SUBMITTED FOR EACH HORSE MUST INCLUDE THE IDENTIFY NUMBER, ANY FREEZE BRANDS AND ALL IDENTIFIABLE MARKINGS OF THE HORSE. CONSIGNOR AGREES THAT IF THE COGGINS TEST OR ANY OTHER DOCUMENT FURNISHED FOR ANY HORSE ENTERED IN THE SALE IS INVALID, IMPROPERLY FILLED OUT BY THE SELLER'S VETERINARIAN, OR IS NOT IN A FORMAT ACCEPTABLE TO ALL STATES, RACETRACKS, PROVINCES OR NATIONAL RACING COMMISSIONS OR REGULATORY AGENCIES, OR PRELUDES SAID HORSE FROM CROSSING THE CANADIAN BORDER, THE COMPANY MAY HAVE THE HORSE RETESTED. ALL EXPENSES INCURRED THEREBY AND ASSOCIATED WITH OBTAINING A VALID COGGINS TEST AND PROPER FEDERAL HEALTH CERTIFICATE, INCLUDING BUT NOT LIMITED TO BOARD, TESTING AND TRANSPORTATION, SHALL BE BORNE BY THE CONSIGNOR. THE CONSIGNOR HEREBY AUTHORIZES THE COMPANY TO DEDUCT THE MONIES FROM THE SALE PROCEEDS. **THE COGGINS TEST MUST BE AN ORIGINAL OR CARBON COPY OF AN ORIGINAL, LEGIBLE, AND UNALTERED. NO COPIES MADE ON A COPYING MACHINE ARE ACCEPTABLE. EACH HORSE MUST BE LISTED ON AN INDIVIDUAL PAGE FOR ALL COGGINS AND/OR HEALTH CERTIFICATES.** IF THE COMPANY MUST PROVIDE A COGGINS TEST FOR ANY REASON, AN ADDITIONAL CHARGE OF \$100 FOR THIS TEST WILL BE MADE AGAINST THE PROCEEDS OF SALE DERIVED FROM THE SALE OF THE HORSE OF SUCH CONSIGNOR. **DOCUMENTS NOT AVAILABLE ON SALE DAY WILL BE ASSESSED AN ADDITIONAL CHARGE OF \$50 PER DAY PER DOCUMENT FROM DATE OF SALE UNTIL SUCH TIME THAT THE DOCUMENTS ARE IN THE HANDS OF THE COMPANY.**

12. **BROODMARES** - IN THE CASE OF IN-FOAL BROODMARES OFFERED FOR SALE, A MATING CERTIFICATE MUST ACCOMPANY THE REGISTRATION CERTIFICATE AND CURRENT NEGATIVE COGGINS TEST. **DOCUMENTS NOT AVAILABLE ON SALE DAY WILL BE ASSESSED AN ADDITIONAL CHARGE OF \$50 PER DAY PER DOCUMENT FROM DATE OF SALE UNTIL SUCH TIME THAT THE DOCUMENTS ARE IN THE HANDS OF THE COMPANY.** IN-FOAL BROODMARES WILL BE SOLD ONLY WITH SERVICE FEES PAID.

13. **YEARLINGS, WEANLINGS AND/OR SUCKLINGS** - WILL NOT BE SOLD UNLESS A SIGNED REGISTRATION CERTIFICATE AND A DNA PARENTAGE VERIFICATION REPORT ARE ON FILE WITH THE COMPANY AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE OF SALE.

15. CONSIGNOR AGREES THAT SERVICE OF ANY NOTICE, PROCESS OR PLEADING IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SALE OF ANY HORSE HEREUNDER IS PROPERLY MADE IF A COPY OF SAID NOTICE, PROCESS OR PLEADING IS MAILED TO CONSIGNOR AT THE ADDRESS SET FORTH BELOW, CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, OR BY OVERNIGHT COURIER AND CONSIGNOR HEREBY CONSENTS THAT ANY ACTION OR PROCEEDING AGAINST IT BE COMMENCED AND MAINTAINED IN ANY COURT WITHIN THE STATE OF OHIO BY SERVICE OF PROCESS AS SET FORTH ABOVE; AND CONSIGNOR AGREES THAT THE COURTS OF THE STATE OF OHIO SHALL HAVE JURISDICTION AND VENUE IS PROPER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE PERSON OF CONSIGNOR. NOTWITHSTANDING THE FOREGOING, COMPANY, IN ITS ABSOLUTE DISCRETION, MAY ALSO INITIATE PROCEEDINGS IN THE COURTS OF ANY OTHER JURISDICTION IN WHICH CONSIGNOR MAY BE FOUND OR IN WHICH ANY OF ITS PROPERTIES MAY BE LOCATED.

16. IN THE EVENT A STALLION SHARE IS THE SUBJECT OF THIS CONSIGNMENT, CONSIGNOR WARRANTS AND REPRESENTS THAT SUCH SHARE DOES NOT CONSTITUTE A SECURITY UNDER APPLICABLE FEDERAL OR STATE SECURITIES LAWS AND CONSIGNOR SHALL INDEMNIFY COMPANY AGAINST ANY CLAIMS IN CONNECTION THEREWITH.

17. THE COMPANY RESERVES THE RIGHT TO REJECT ANY ENTRY AT ITS SOLE DISCRETION.

18. THE COMPANY HAS FULL AUTHORITY TO DECIDE THE HIP NUMBERS AND STALL LOCATIONS FOR ALL HORSES WHICH ARE ACCEPTED FOR SALE.

19. IN THE EVENT, THAT A SEPARATE CREDIT ARRANGEMENT IS MADE BETWEEN A PURCHASER AND CONSIGNOR, THE CONSIGNOR SHALL IMMEDIATELY PRESENT WRITTEN CONFIRMATION OF THE ARRANGEMENT TO THE COMPANY. ANY SEPARATE CREDIT ARRANGEMENT BETWEEN PURCHASER AND CONSIGNOR SHALL RELIEVE THE COMPANY FROM ANY RESPONSIBILITY FOR COLLECTION FROM THE PURCHASER. CONSIGNOR SHALL BE RESPONSIBLE FOR DETERMINING ALL OTHER TERMS OF THE CREDIT, INCLUDING ANY PROVISION FOR INSURANCE. THE COMPANY MAY RELY UPON THE CONSIGNOR'S AGENTS AND EMPLOYEES IN DETERMINING THAT SUCH A CREDIT ARRANGEMENT HAS BEEN CREATED. A SEPARATE CREDIT ARRANGEMENT SHALL NOT RELIEVE THE CONSIGNOR FROM ITS OBLIGATION TO PAY.

20. CONSIGNOR REPRESENTS AND WARRANTS TO THE COMPANY THAT CONSIGNOR HAS FULL AUTHORITY TO CONSIGN THE HORSE LISTED ABOVE AND THAT UNLESS CONSIGNOR HAS FURNISHED FULL PARTICULARS TO THE CONTRARY WITH THIS CONTRACT, NO EMBRYO, EGG, SEMEN, OR OTHER GENETIC MATERIAL (EXPECTING ONLY GENETIC MATERIAL REQUIRED AND USED FOR DNA TESTING OR OTHER NON-PRODUCTIVE PURPOSES) HAS BEEN OBTAINED FROM THAT HORSE.

21. IN THE EVENT THAT CONSIGNORS IS MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON OR ENTITY ACKNOWLEDGES AND AGREES THAT THE SIGNATURE OF ANY ONE OF THEM SHALL BE SUFFICIENT TO BIND EACH AND ALL OF THEM WITH RESPECT TO SUBSEQUENT CONSENTS, WAIVERS, AGREEMENTS, ETC.

22. I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR PROVIDING VETERINARY SERVICES DURING THE SALE SESSIONS, THAT IF ANY VETERINARY SERVICES ARE MADE AVAILABLE BY THE COMPANY, SUCH SERVICES ARE BEING MADE AVAILABLE FOR CONVENIENCE PURPOSES ONLY AND THAT ANY USE THAT I MAY MAKE OF SUCH SERVICES WILL BE AT MY SOLE COST, EXPENSE AND RISK; AND THAT NO SUCH VETERINARIAN HAS ANY AUTHORITY TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF THE COMPANY. ANY EXAMINATIONS BY ANY VETERINARIAN AT THE COMPANY'S REQUEST SHALL BE FOR THE COMPANY'S PURPOSES ONLY AND NEITHER CONSIGNOR NOR ANY THIRD PARTY SHALL RELY ON THE RESULTS THEREOF.

23. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF ANY HORSE. ANY EXAMINATION MADE OR INFORMATION POSTED OR ANNOUNCEMENTS REGARDING A HORSE'S CONDITION, INCLUDING IN-FOAL STATUS, IS CONSIGNOR'S FULL RESPONSIBILITY.

24. CONSIGNOR AND COMPANY AGREE THAT THIS CONTRACT WAS FORMED AND PERFORMED IN THE STATE OF OHIO.

**PAPERWORK (REGISTRATION CERTIFICATE OR APPLICATION FOR TRANSFER MUST BE SIGNED BY ALL OWNERS. SEE ALSO PARAGRAPH 11 AND IS DUE WITH THIS CONTRACT)**

A CURRENT HEALTH CERTIFICATE (WITHIN 30 DAYS OF SALE) AND A NEGATIVE COGGINS (E.I.A.) TEST TAKEN WITHIN **SIX MONTHS** OF THE SALE, MUST BE SUBMITTED, AND ON FILE, WITH THE COMPANY 7 DAYS PRIOR TO SALE DAY.