

CONSIGNORS CONTRACT

By entering a yearling in the Atlantic Classic Sale and/or by the consignor or agent signing the reverse side of this entry form, the consignor does hereby agree to the following terms and conditions:

- a. All yearlings entered shall be at the place of sale prior to 11:00 a.m. of sale day, delivered free of charge to the Atlantic Classic Sale. Reserved bids may be accepted until noon of sale day.
- b. No yearling shall be withdrawn from the sale after **31 May** except in the case of injury or sickness subject to the approval of the sales organization and the provision of **TWO** veterinary certificates. In the case of unauthorized withdrawal the consignor shall pay the sales organization the **out fee of \$2000.00+HST.**
- c. The yearlings consigned to the Atlantic Classic Sale are entirely at the risk of the consignor until sold and fully paid for. The Atlantic Classic Sale organization acts simply as agent. The consignor guarantees the title of the yearling to the buyer and thereby represents that there are no claims against, no liens upon, nor ownership, in whole or in part, of any yearling entered in the sale by the consignor that can in any way interfere with its rightful sale and delivery. The consignor also warrants that all unsoundness or faults known to the consignor shall be stated and that no yearling suffering from any contagious disease or that is unsafe or vicious will be consigned.
- d. The consignor agrees to be present in person, or to have a duly appointed representative present, to make true representation of each yearling and further agrees to defend any suit at law brought by the purchaser by reason of, or on account of, the sale of such yearling. In case of dispute with respect to the representations made, including stakes' engagements, the consignor shall be fully liable for the costs of any legal action and related costs.
- e. The Atlantic Classic Sale organization is authorized to decline any bid by apparently intoxicated or disorderly parties or by those who have defaulted on previous purchases, or by persons who, in their judgment, are not responsible parties. In the case where a buyer fails to pay for and accept a yearling struck down to him/her, the Atlantic Classic Sale organization is authorized to accept the same amount from another person, or to accept the next highest bid, or they may, if in their judgment to be in the best interest of all concerned, put the yearling up for sale the second time.
- f. A commission of seven percent (7% + HST) on the highest bid (or reserved bid) will be charged to the consignor with a minimum of \$200.00 + HST. Where a yearling is bid in by the consignor the commission must be paid prior to removing the bid in yearling from the sales' venue. In the event this is not done the commission charged for such bid ins may be doubled and the registration papers held until such time as payment is received by the sales' organization. Any yearling passed through the ring without a bid will be subject to the minimum commission of \$200.00 + HST. If a horse is put up for sale a second time, the horse will be sold by the auctioneers at their discretion on the initial buyer's account, and the initial buyer will be liable for a 7% commission charge +HST (Minimum \$200 + HST) on the amount of the second sale, and any shortfall in price between the first and second sale, and any other liabilities specified by law.
- g. The Atlantic Classic Sale organization will settle with the consignor for yearlings sold not earlier than the twentieth day, exclusive of Sundays, after the date of the sale allowing time for the full settlement of accounts and the presentation of all necessary documentation.
- h. All yearlings presented for sale must bear proper identification markings and be accompanied by appropriate documentation including parentage verification, confirmation of registration with Standardbred Canada or the United States Trotting Association and other documentation as may be deemed necessary from time to time.
- i. In all events the Atlantic Classic Sale organization is acting as agent.
- j. The Atlantic Classic Sale organization or any partner, individual, or employee thereof, shall not be held legally liable for any action or suit at law, whatsoever, on the part of the consignor, the person or persons for whom the sale is held, or any purchaser.