



FOREST CITY YEARLING SALE

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APPLICATION FOR ENTRY TO 2008 FOREST CITY YEARLING SALE (Selected and Preferred Sales)

Entries Close March 15, 2008

Name	Sire	Dam	Tattoo	Sex

**If you have a number of yearlings to enter, you can fill out one entry form and send it along with your list of yearlings.

Consignor (Owner or Authorized Agent):
The actual agent for the catalogue can be named once acceptance is confirmed.

Name: _____

Address: _____

City: _____ Prov./State _____ PC/Zip _____

Phone: _____ Cell _____

Fax: _____

Email: _____
(used for sending pedigree pages)

Contact person and location for inspection of yearlings:

Name _____ Phone _____

Location where yearling can be inspected:

Please indicate road and area address including "911" number. We use Google Driving Directions and GPS to find specific locations and to map our route. (eg. the township, county, exact number on road, postal code or zip code) If you think a map would be helpful, please send one.

I enter the above named yearling in the 2008 Forest City Yearling Sale to be held October 19 and 26 at Western Fair Agriplex in London, Ontario. I acknowledge that I have read the "Terms and Conditions" of the Consignor's Contract and agree to abide by them.

Signature of Consignor

(Owner or Authorized Agent): _____ Date: _____

CONSIGNOR'S CONTRACT -- TERMS AND CONDITIONS

When entering a yearling in the Forest City Yearling Sale the Consignor agrees to the following:

1. Forest City Yearling Sale (**FCYS**) reserves the right to reject any application for entry in accordance with its policies as prevailing from time to time.
2. The Consignor agrees to pay **FCYS** an entry fee of \$250 for each yearling entered in this sale. Such fees shall be considered as earned by **FCYS** upon acceptance of the yearling to the sale
3. In addition to the above fee, the Consignor agrees to pay **FCYS** a commission of six (6) percent on the highest bid on each yearling sold or six (6) percent on the highest final bid received on each yearling that is bid-in by the Consignor, provided that the minimum commission payable by the Consignor on the sale or bid-in of any yearling is \$600.
4. **FCYS** is part of "The Classic Series" and therefore each yearling will have one half (1/2) percent deducted from the final selling or bid in price.
5. The Consignor shall be permitted to bid-in and buy back any yearling consigned by him. The regular commission and fees will apply.
6. The Consignor agrees that after an entry is accepted he will not dispose of the entry by private sale either prior to or during the progress of the sale to which it is consigned. In the event of such private sale, the Consignor shall be liable to pay the **FCYS** its regular commission calculated on the average selling price per yearling at the sale to which the entry was consigned or the actual selling price whichever is greater.
7. The Consignor shall not be permitted to withdraw any consigned yearling from the sale once the hip numbers have been assigned and made public, except upon payment of the entry fee of \$250 and minimum commission of \$600. For a yearling withdrawn after the printing of the sale catalogue, the consignor agrees to pay the entry fee plus the regular commission calculated on the average selling price per yearling at the sale to which the yearling was consigned. However, in the case of serious sickness, injury or death subsequent to the time of entry as appropriately documented by a veterinarian to the satisfaction of the manager of **FCYS**, approval for withdrawal may be permitted by the manager and commission waived.
8. **FCYS** is acting herein simply as the agent of the Consignor and accordingly the yearling consigned remains at all times entirely at the risk of the Consignor. The Consignor guarantees the title of the consigned yearling to **FCYS** and to the purchaser. The Consignor hereby represents that there are neither claims against or liens upon the ownership of any yearling entered by him interfering in any way with its sale or delivery that can hereafter deprive the purchaser of full and complete ownership.
9. **FCYS** is authorized to decline any bid made by intoxicated or disorderly parties; or by those who have defaulted on former purchases; or by any person, who in the judgement of its Manager, is not a reliable or responsible bidder. The Consignor will be present in person, or have a duly appointed representative present, to make true representations regarding each yearling. **FCYS** reserves the right to not offer a yearling for auction unless represented by the Consignor or the Consignor's authorized agent.
10. The Consignor acknowledges that he is familiar with and agrees to the "Conditions of Sale" under which the auction sale will be conducted by **FCYS**. A copy of said conditions will be supplied to the Consignor upon request. In the event any purchaser fails to pay for and receive an animal struck down to him, **FCYS** is authorized to accept the same amount from another person; or to accept the next highest bid. The yearling 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 when it is impractical to re-sell the yearling, it may be returned to the Consignor by **FCYS** without refund of entry fee or sales commission.
11. The Consignor will defend any suit brought by a purchaser against **FCYS** by reason of and/or on account of the sale of his entry. The Consignor shall indemnify and save harmless **FCYS** in connection with any such suit and its legal costs in connection therewith.
12. In the event of damage or injury caused directly or indirectly by the yearling consigned, the Consignor shall indemnify and save harmless **FCYS**, in respect of all claims or demands made against it.
13. In the event of any dispute arising from the consignment or sale of a yearling pursuant to this agreement, **FCYS** has the right to appoint an arbitrator to determine the dispute. The arbitrator's decision, and no other, shall be binding on both the 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.
14. The Consignor acknowledges that he is familiar with standardbred auctions and hereby expressly waives in advance any possible claims or demands against **FCYS**, the auctioneer and all other persons, servants and agents of **FCYS** or of the auctioneer arising directly and indirectly out of the manner in which the yearling consigned by him is auctioned and/or sold.
15. **FCYS** shall be entitled to change the location, to change the date and/or time and to cancel the sale without liability to the Consignor. **FCYS** shall also be entitled to change the auctioneer from that advertised and to utilize a substitute auctioneer or auctioneers of its choice at any time during the sale.
16. **FCYS** 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 such announcement at the sale concerning any yearling entered, which in its opinion, is appropriate.
17. All yearlings must be Coggins tested negative for equine infectious anemia within 150 days of the date of the sale. All yearlings consigned must be tattooed or freeze branded.
18. The Consignor shall deliver to **FCYS**, prior to time of sale, Certificate of Registration for each yearling accepted for entry. The Consignor agrees that in the event that any yearling entered by him is unsold at the conclusion of the sale, the **FCYS** shall have the right to hold any Certificate of Registration pending settlement of all charges payable by the Consignor to **FCYS**.
19. All yearlings in the sale must be nominated to a minimum of five (5) stake engagements including their respective provincial or state sire stakes.
20. The Consignor is responsible for the accuracy of statements made, either in the catalogue or by the auctioneers or the pedigree readers, regarding the eligibility of a yearling to any stakes or futurities or for registration in any foreign registry. Consignor shall indemnify and save harmless **FCYS** from any liability incurred by **FCYS** as a result of errors or omissions in such statements.
21. The Consignor agrees that **FCYS** in its sole discretion may grant invoicing privileges to approved purchasers with payment specified to be made no later than fifteen (15) days after the conclusion of the sale. **FCYS** shall make every effort to collect all accounts but the Consignor agrees that settlement cannot be made to the Consignor, and **FCYS** is not liable for payment to the Consignor, until payment is received by **FCYS**
22. Settlements by **FCYS** with the Consignor for yearlings sold shall not be due until the 30th day after the last day of the sale.