

CONSIGNOR TERMS and CONDITIONS

London Mixed Horse Sale is brought to you by Forest City Standardbred Sales Inc. and Standardbred Canada.

1. London Mixed Horse Sale (LMHS) reserves the right to reject any application for entry in accordance with its policies as prevailing from time to time. Entry fees must accompany this application and are refunded if any entry is rejected or if the advertised sale must be cancelled.
2. All horses accepted for entry shall be delivered by the Consignor with a halter to the place of sale at the time directed by LMHS to be sold by auction. The halter is sold with the entry.
3. The Consignor agrees to pay LMHS an entry fee of \$800 and for yearlings \$250 plus 6% commission (with a minimum commission of \$600). Such fee is not refundable after acceptance of the entry. If the said horse is withdrawn on the account of death or claimed from a claiming race after cataloguing, the entry fee due LMHS will be \$400.
4. The Consignor shall be permitted to bid-in and buy back any animal consigned by him.
5. The Consignor shall not withdraw any animal accepted for entry to the sale save and except with the express approval of LMHS. In the event of a withdrawal of a horse from the sale, the Consignor shall forfeit the total entry fee plus minimum commission for yearlings.
6. LMHS is acting herein simply as the agent of the Consignor and, accordingly, the animal consigned remains at all times entirely at the risk of the Consignor. The Consignor guarantees the title of the consigned animal to the purchaser and agrees to indemnify LMHS from any liability that LMHS might incur as a result of there being any undisclosed claims or liens against an animal consigned. The Consignor agrees that LMHS may retain sale proceeds until such a time as any existing liens or encumbrances are discharged.
7. LMHS is authorized to decline any bid made by intoxicated or disorderly parties; or by those who have defaulted on former purchases or by a person who, in the judgment of LMHS, is not a reliable or responsible bidder. The Consignor will be present in person, or have a duly authorized representative present. LMHS reserves the right to not offer an animal for auction unless the consignor is present or represented by an authorized agent.
8. The Consignor acknowledges that they are familiar with and agrees to conditions of sale under which LMHS will conduct the auction sale. A copy of said conditions will be supplied to the Consignor upon request. In the event any purchaser fails to accept or pay for an animal sold to him, LMHS is authorized to accept the same amount from another person; or to accept the next highest bid. The animal 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 it is impractical to re-sell the animal, it may be returned to the Consignor by LMHS without refund of entry fee.
9. Consignor agrees that LMHS 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. LMHS shall make reasonable efforts to collect all accounts but the Consignor agrees that LMHS is not liable for payment to the Consignor until LMHS receives payment.
10. Consignor will defend any suit at law brought by purchaser against LMHS resulting from the sale of this entry or indemnify and save harmless LMHS in connection with any suit including legal costs.
11. Consignor agrees to indemnify and save harmless LMHS in respect of all claims or demands made against LMHS arising from damage or injury caused directly or indirectly by the animal consigned.
12. Consignor acknowledges that they are familiar with Standardbred auctions and hereby expressly waives in advance any possible claims or demands against LMHS, the auctioneer and all other persons, servants and agents or LMHS, Forest City Standardbred Sales Inc. or Standardbred Canada or of the auctioneer arising directly and indirectly out of the manner in which the animal consigned by him is auctioned or sold.
13. The Consignor will furnish a satisfactory veterinarian's certificate (based on examination done with seven (7) days of sale) indicating each broodmare to be either in foal or not in foal. If this certificate is not presented, the Consignor agrees to have the mare examined by a veterinarian appointed by LMHS the day of the sale and further agrees to pay costs of such examination and for a certificate thereof. If a mare or filly that is examined within seven (7) days of the sale and was sold as not in foal is, in fact, in foal, the animal may be returned to the Consignor for a refund of the purchase price. If a broodmare was sold as in foal and upon inspection by a veterinarian prior to leaving the sale facility is, in fact, not in foal, the animal may be returned to the Consignor for a refund of the purchase price. Should an animal be returned to the Consignor for reasons stated above, the

- Consignor shall pay any reasonable expenses incurred by the purchaser. No broodmare will be accepted for sale unless the application for entry is accompanied by a Certificate of Service signed by the stallion owner, lessee or authorized agent and a recent breeding history in form approved by LMHS is signed by the Consignor.
14. The Consignor agrees to have male horses examined by a veterinarian appointed by LMHS on the day of the sale. Any male animal that does not meet the description of sex as reported by LMHS, may be returned to the Consignor, within seven (7) days of the sale, for a refund of the purchase price. Should an animal be returned to the Consignor for the reason stated above, the Consignor shall pay any reasonable expenses incurred by the purchaser.
 15. In the event of any dispute arising from the consignment or sale of a horse pursuant to this agreement, LMHS has the right to appoint an arbitrator to determine the dispute. The arbitrator's decision, and no other, shall be binding on both 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.
 16. The Consignor shall give notice to LMHS when consigning an animal which is a product of an embryo transfer and LMHS reserves the right to state the fact in the catalogue.
 17. The Consignor shall give notice to LMHS if any genetic material has been harvested from a consigned horse and LMHS reserves the right to state the fact in the catalogue.
 18. All animals will be will be Coggins-tested negative for equine infectious anemia within 180 days of the date of sale. The parentage of each yearling and weanling must be verified by DNA at a LMHS approved laboratory prior to the date of the sale. All yearlings and weanlings consigned must be freeze branded.
 19. Settlements by LMHS with the Consignor for animals sold shall not be due until the 30th day after the day of the sale on which the animals were sold. LMHS shall have the right to make reasonable changes to the place, date or time of the sale, or to cancel the sale entirely. LMHS shall be also entitled to change the auctioneer and to utilize a substitute auctioneer of its choice at any time or times during the sale.
 20. LMHS 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 announcements at the time of sale concerning any animal entered which in its opinion is appropriate.
 21. The Consignor shall not commit any animal consigned to the sale to any race on or after the day of the sale.
 22. The Consignor shall deliver to LMHS, prior to the time of the sale, a SC or USTA Certificate of Registration for each horse, application for transfer signed by all owners, as well as the name of the stallion and last breeding date of a broodmare in foal, and the Certificate of Service for each mare pronounced in foal. The Consignor agrees that in the event that any animal entered by them is unsold at the conclusion of the sale, LMHS shall have the right to hold any SC or USTA Certificate of Registration pending settlement of all charges payable by the Consignor to LMHS. The up-set bid shall be no less than \$1,000. Should the entry fail to receive a minimum bid of \$1,000 the horse will be returned to the Consignor as unsold. Minimum commission for yearlings and entire entry fee shall be due for all unsold horses.
 23. The Consignor is responsible for the accuracy of statements made regarding stake and futurity engagements and the past performance of the horse being consigned. Consignor agrees to indemnify and save harmless LMHS, Forest City Standardbred Sales Inc. and Standardbred Canada in respect of any liability, which may be incurred by LMHS as a result of errors in reporting such information. Consignor is solely responsible for the accuracy of all information printed under the "owner's statement" in the catalogue. Statements by the auctioneer or the auctioneer's pedigree reader at the sale are made for and on behalf of the Consignor. LMHS shall not be responsible for any error, misstatements or omissions in the catalogue or made by the auctioneer or the auctioneer's pedigree reader.
 24. The Consignor authorizes LMHS to deduct a hundred dollar (\$100.00) administration fee from the sale proceeds for each document that is required by the terms and conditions of the sale and not filed with LMHS. The documents include an SC or USTA Certificate of Registration, a properly endorsed application for transfer of ownership must be on file with LMHS prior to your horse being sold; Coggins certificate or proof of Coggins certificate, a parentage verification certificate, Certificate of Service for broodmares pronounced in foal, etc. LMHS reserves the right to refuse to auction any horse with missing documents.

25. The Consignor agrees that their personal information contained on this consignment form may be stored by LMHS and used for the purpose of providing information regarding future events or services of interest to the Consignor.