

# CONSIGNOR'S CONTRACT

To California Thoroughbred Breeders Association (CTBA)

1. Please enter and catalogue in the sale the horses listed on this entry form.

2. I represent that all information provided to CTBA concerning this entry is accurate and complete. I shall review the catalogue prepared for this sale immediately upon my receipt thereof, and I shall notify CTBA in writing for any misrepresentation or omission therein prior to the sale date.

3. I shall pay to CTBA a non-refundable entry fee of \$300 for each horse that is accepted into the sale, which payment shall accompany this contract or the entry may be voided, without notice, by CTBA.

I further agree that CTBA shall deduct from my account and retain a sales commission of five percent (5%) of the last bid, by whomsoever made, on each animal sold or bid in for my account, with a minimum commission of \$500 for each horse. The minimum commission shall apply should a horse fail to receive a bid. This commission shall be considered earned at the fall of the hammer and is payable even if the horse is returned to me as unsold. **Should a deficit occur in my account, I shall immediately pay CTBA the balance due.** Should any horse in my consignment be "bought back" for my account, and not be clearly indicated as such on the signed Acknowledgment of Purchase ticket, I will notify the sales company cashier that the horse is "not sold" within thirty (30) minutes of the conclusion of the sale session in which the horse was offered.

4. I shall have each horse in its assigned stall on the sale grounds no later than **August 13, 2011**, unless arranged otherwise, in writing, at the time of entry, or the horse will be subject to withdrawal. I will be responsible for the care, custody, and control of every horse in my consignment through the end of the first day following the sale or until the buyer takes possession, whichever occurs first. In consideration of being granted a revocable license or permit to stable my horse at the premises of the sale and use the facilities, I shall abide by all of the applicable rules of CTBA, the owner and/or operator of the premises and hold harmless and indemnify CTBA, the owner and/or operator of the facilities for all losses, damages, liabilities or attorneys' fees arising out of, or incurred in connection with, the use of such facilities by me, my agents, employees, or invitees.

5. I shall pay to CTBA a withdrawal fee of \$500 for each horse withdrawn from the sale unless CTBA accepts and approves a veterinarian's certificate submitted by me to CTBA prior to the date of sale which states the medical reasons why the horse could not be presented for the sale. If a horse entered by me in this sale is sold prior thereto, I agree to pay CTBA the applicable withdrawal fee or five (5%) of that sale price, whichever is higher.

6. The net proceeds of the sale of any horse in my consignment shall be remitted by CTBA to me no later than 60 days from date of sale, so long as I have provided all necessary documents to CTBA and there is no default by the buyer of, or a dispute or claim on, said horse, I hereby acknowledge that the term "necessary documents" includes for example, and not as a limita-

tion, The Jockey Club Registration Certificate for each horse sold in my consignment. I further acknowledge that CTBA will not remit any net proceeds of sale of any horse in my consignment and will withhold delivery of all necessary documents to be returned to me until such time as my account with CTBA has been paid in full. In the case of a buyer's default, or a dispute or claim, on any such horse in my consignment, CTBA will not remit any net proceeds to me from the sale of the horse and will withhold delivery of all necessary documents for that horse until the default, dispute or claim has been finally resolved or adjudicated.

7. Should the buyer of any horse entered by me in the sale fail to present himself to make settlement pursuant to the Conditions of Sale, the horse shall be returned to my possession or control unless I instruct CTBA to resell the horse to mitigate any damages I might sustain as a result of the buyer's conduct. CTBA shall not be liable for any deficit resulting from any such resale.

Should a buyer, for any reason, return a horse sold by me or otherwise refuse to accept responsibility for a horse purchased from me, I agree to accept responsibility for said horse. Should I refuse to accept possession or control of said horse, the horse shall be deemed abandoned by me, and I shall thereby forfeit all rights, title and interest of any kind whatsoever in the horse, including the right to resell the horse.

8. I authorize CTBA Sales to deduct from my Breeder's Incentive Awards, if and when available, any outstanding balance owed by me to CTBA Sales on account of any obligation created in this Consignment Contract and remaining unpaid when my Breeder's Incentive Awards are available for distribution by CTBA. In such event CTBA Sales agrees to provide me with a written notification of such deduction.

9. I hereby grant to CTBA the following powers:

a. I understand that if the number of yearlings entered in the sale exceed the maximum number of yearlings allowed to be included in the sale, CTBA will have the right to review each yearling's pedigree and excuse the yearling from the sale by providing written notice to me on or before April 18, 2011. CTBA has the power to reject any entry at any time for any reason upon refund of the entry fee to determine the order of sale of all entries and/or change the dates on location of sale, as necessary;

b. To make any announcements on my behalf at the time of sale. All announcements made on my behalf are made as an accommodation to me and I shall be solely responsible for their accuracy. It is my obligation to immediately notify the auctioneer of any errors. Any announcements may be modified or refused in the sole discretion of CTBA. CTBA shall have no obligation to make any announcement not submitted at least one-half hour prior to the sale session;

c. To retain possession of The Jockey Club Certificate of Registration and any other documentation pertaining to my horse if I have bought back the horse, or it has been returned to me as unsold, and there remains a deficit in my account with CTBA. Upon settlement of my account, CTBA shall release all these documents to me;

d. To make public my name, address, and telephone number;

e. To act as my agent at the sale with full authority to transfer title and take any action permitted by law to collect and receive for my account the proceeds for sale of each horse entered by me;

10. **The Jockey Club Certificate of Registration must accompany this contract** and I shall deliver to CTBA at least two weeks prior to the first session of the sale every other required certificate or document for each horse entered by me in the sale. In the event that any Jockey Club Certificate of Registration or other certificate or document is not so delivered, CTBA may refuse to sell the horse or assess me a charge of \$100. All documents and information held by The Jockey Club regarding the registration of each of my horses are to be released directly to CTBA.

11. For each horse entered by me in this sale, I shall submit to CTBA all medication reports required by the California Horse Racing Board by no later than 8:00 a.m. the morning of the sale session in which any of my horses are to be offered for sale.

12. In the event the buyer delivers to CTBA an executed Sales Tax Exemption and Shipping Instruction form directing shipment of any of my horses outside the State of California, CTBA shall, on my behalf, deliver the horse pursuant to the terms of that agreement.

13. I shall indemnify and hold harmless CTBA and its agents for any and all claims, causes of action, damages, costs, and expenses, including attorneys' fees arising out of, resulting from, or incurred during the course of the consignor/consignee relationship between me and CTBA.

14. I warrant that each California-bred horse entered herein into the named sale is eligible for the California Incentive Awards Program.

15. **I HAVE READ THE FOREGOING TERMS AND SIGN THIS ENTRY FORM WITH FULL AND COMPLETE UNDERSTANDING THEREOF AND AGREE TO BE BOUND BY THE CONDITIONS OF SALE PRINTED ON THIS ENTRY FORM. ALL INFORMATION PROVIDED BY ME ON THIS ENTRY FORM IS TRUE AND CORRECT.**

**YOUR PROMPT ATTENTION TO COMPLETING AND RETURNING THIS CONTRACT WILL ASSIST IN THE TIMELY AND ACCURATE PRODUCTION OF THE CATALOGUE.**

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER  AUTHORIZED AGENT   
PLEASE PRINT OR TYPE NAME

CTBA is licensed and regulated by the California Auctioneer Commission, 1130 K Street, Suite LL20, Sacramento, CA 95814 and is bonded to the Commission in the amount of \$20,000 for all occurrences.