

CONSIGNOR'S CONTRACT



Northern California Yearling & Horses of Racing Age Sale Tuesday, August 9, 12:00 Noon Alameda County Fairgrounds, Pleasanton, CA Entries close 06/01/22 \$400 Entry Fee up to 10 horses

**\$300 Entry Fee for each additional horse entered over 10 for an owner
Entry Fee Due with Contract on or before June 1, 2022
ALL HORSES MUST BE IN THE ASSIGNED CTBA BARNs BY
SUNDAY, AUGUST 7, 2022
Schedule of Other Charges**

| | |
|--|----------|
| Commission - 5% of last bid... Minimum | \$400.00 |
| Maximum commission for this year's sale on an RNA will be capped at \$1,000.00 | |
| Withdrawal Fee..... (unexcused, see #3 of Consignor's Contract) | \$500.00 |
| Stable Charge (First Stall Bedding, I.D.) | \$60.00 |
| Jockey Club Certificate Correction..... | \$125.00 |
| Jockey Club Certificate Late Fee..... (see #10 Consignor's Contract) | \$125.00 |
| Charge for deducting entry fee from proceeds..... (must be approved in advance by CTBA) | \$50.00 |
| Duplicate Registration Fee..... | \$200.00 |

Please Note...
This contract **MUST** be **Signed** and accompanied by **Entry Fee** for each horse.
The following documents must be in the CTBA Office **NO LATER THAN**
three weeks prior to the start of the first sale session, otherwise a **\$125 late fee per document per horse will be charged:**
The Jockey Club Certificate of Registration (or a copy of the Application for Registration) for each horse.
A Negative Coggins (dated within 1 year of sale date).
An EVA (Equine Viral Arteritis) and an EHV-1 (Equine Herpes Virus Type-1) Health Certificate dated within 30 days of sale.

CTBA SALES

201 Colorado Place
Arcadia, CA 91007
Tel: (626) 445-7800

Email: loretta@ctba.com or christy@ctba.com

CONSIGNOR'S CONTRACT – READ BEFORE SIGNING

To California Thoroughbred Breeders Association ("CTBA"):

1. Consignor agrees to enter and sell each of the horses listed elsewhere on this Contract (individually, the "Horse" or collectively, the "Horses") in the referenced sale ("Sale"). Consignor appoints CTBA to act as Consignor's attorney-in-fact with the Jockey Club, governmental agencies, racing authorities, bidders, buyers and any interested party for the purpose of making applications to, or other transactions with, any of the foregoing and documenting transfers of the Horses. The duties and obligations of CTBA to Consignor are strictly limited to those expressly imposed upon CTBA by this Contract. All other duties and obligations, including, but not limited to, any agency, fiduciary duties or other duties which might otherwise be imposed upon CTBA by operation of law or otherwise, are hereby expressly disclaimed, waived and relinquished by Consignor. Without limiting the generality of the foregoing, CTBA is not an agent or fiduciary of Consignor.

INTERNET BIDDING

The CTBA is providing Internet live bidding as a service to the Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. The CTBA will not be held responsible for any interruption in service, errors and/or omissions caused by any means and does not guarantee continual, uninterrupted or error-free service or use of the website. Bidder acknowledges that this auction is conducted electronically and relies on hardware and software that may malfunction without warning. Under no circumstances shall Bidder have any kind of claim against the CTBA or anyone else if the internet service fails to work correctly before or during the live auction. The CTBA will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the pre-bidding feature and leave their maximum bid 60 minutes before the auction begins.

2. Consignor agrees to pay CTBA (i) an entry fee for each of the Horses in the amount specified elsewhere in this Contract; (ii) a sales commission of five percent (5%) of the last bid, on each Horse sold or bid on for Consignor's account, with a minimum commission per Horse specified elsewhere in this Contract; (iii) any charges by CTBA, including the charges set forth elsewhere in this Contract or in the Conditions of Sale that appear in the catalog for the Sale. The entry fee is earned upon acceptance of the entry of any Horse by CTBA. The commission is earned at the fall of the hammer for the Horse, notwithstanding any other event including, without limitation, that the Horse is returned to Consignor as unsold, receives no bid or is in bid for Consignor's account.

3. Consignor agrees to pay CTBA a withdrawal fee in the amount set forth elsewhere in this Contract for each Horse withdrawn from the Sale ("Withdrawn Horse"), unless CTBA, in its sole and absolute discretion, accepts a veterinarian's certificate submitted prior to the time of withdrawal setting forth a legitimate and material medical reason that the Horse could not be presented for sale. In the event that a Withdrawn Horse is claimed or sold privately, either within 30 days before, or within 60 days after, the last session of the Sale, Consignor agrees to pay CTBA five percent (5%) of the claiming price or private sales price, or the minimum commission applicable, whichever is higher, less any withdrawal fee previously paid for such Withdrawn Horse. Consignor agrees to inform CTBA in writing of any such claim or sale, and amount thereof, promptly upon its occurrence.

4. Consignor agrees that all amounts owed to CTBA, if not paid within thirty (30) days of the last session for the Sale, shall bear a finance

charge of one and one-half percent (1½ %) per month, or the maximum legal rate, whichever is higher, commencing from the day of the last session of the Sale.

5. Consignor agrees that CTBA shall have the right to deduct and/or withhold from payments made by the buyers of any of the Horses any amounts owed to CTBA by any of the Consignors with respect to any and all matters, whether for this Sale or otherwise. NET PROCEEDS OF THE SALE OF A HORSE WILL BE REMITTED TO CONSIGNOR SIXTY (60) DAYS FROM THE LAST SESSION OF THE SALE, PROVIDED THAT CONSIGNOR HAS FULLY PERFORMED ALL OF CONSIGNOR'S OBLIGATIONS UNDER THE CONDITIONS OF SALE, THIS CONTRACT OR CTBA SALES POLICY AND, AND PROVIDED FURTHER THAT THE BUYER HAS MADE NO CLAIM AND IS NOT IN DEFAULT. SHOULD BUYER MAKE A CLAIM OR BE IN DEFAULT, CTBA IS NOT OBLIGATED TO REMIT ANY PROCEEDS OF SALE UNTIL SUCH CLAIM OR DEFAULT HAS BEEN FINALLY RESOLVED AND BUYER HAS FULLY PAID. Consignor agrees that CTBA shall have no obligation to commence any legal, arbitration or other proceedings to resolve a buyer's claim or default, to collect payment from buyer, or to resolve any dispute between Consignor and buyer. Consignor agrees that in the event a buyer has defaulted on the purchase of any Horse, and has also defaulted on the purchase of any other horse in this Sale, and buyer makes a partial payment in connection with buyer's purchases at the Sale, regardless of whether buyer designates how such payment is to be allocated, CTBA shall have the right, in its sole and absolute discretion, to apply any such payment to each horse on which buyer has defaulted in the same ratio as the amount in default on such horse bears to the aggregate total of the amount of default of the buyer.

6. Consignor agrees that CTBA shall have the right, in its sole and absolute discretion to do, at any time, any or all of the following, without liability to Consignor, or altering any of Consignor's obligations to CTBA: (i) not to accept, to reject or to revoke any entry of any of the Horses; (ii) to withdraw any of the Horses from the Sale; (iii) to refuse to sell any of the Horses; (iv) to return the Horse to Consignor, including as unsold; (v) to refuse to allow any Horse or Consignor (and/or any of Consignor's agents, employees, riders, independent contractors or invitees) to use the sales facilities, premises or grounds; (vi) to change the date of the Sale or location of the sales facilities, premises or grounds; (vii) to determine the order of sale of horses in the Sale; (viii) to assign and/or change stall or stabling assignments; (ix) to take any actions in implementing or upholding the Conditions of Sale, this Contract or CTBA Sales Policy; and/or (x) to extend credit, or make other financial arrangements with, any buyer of any of the Horses, whether upon application made by buyer prior to or after the commencement of the Sale.

7. Consignor agrees to perform and observe all terms, conditions, covenants and warranties to be performed or observed by Consignor in the Conditions of Sale. Consignor agrees to abide by the rules of the owner and/or operator of the sales facilities, premises or grounds and the rules and the customs or practices of CTBA for sales conducted by CTBA, including, without limitation, CTBA Sales Policy. CTBA shall have the right, in its sole and absolute discretion, to return any Horse to Consignor as unsold in the event of any violation of CTBA Sales Policy with respect to, or in connection with, any of the Horses.

8. Consignor warrants, represents and agrees that all information that is provided to CTBA by Consignor, or any representative of Consignor, and the information contained in the catalog for the Sale regarding the Horses, is complete, accurate and has no omissions. Consignor agrees

to immediately notify CTBA of any errors and/or omissions in any of the foregoing, or in any announcement made with respect to any of the Horses.

9. Consignor agrees that should CTBA determine that Consignor, or any representative Consignor, knew or should have known that a Horse had, at the time of the Sale, any condition or defect affecting its suitability to be trained for racing, suitability for racing, or suitability for breeding (for a Horse sold as breeding stock), and such condition or defect was not announced from the auction stand by Consignor prior to the fall of the hammer for the Horse, CTBA shall have the right, in its sole and absolute discretion, to return any subject Horse to Consignor as unsold.

10. **Consignor agrees to deliver to CTBA at least two (2) weeks prior to the start of the Sale, the Jockey Club Certificate of Registration, applicable Stallion Service Certificate and every other required certificate or document for each Horse. In the event that any such certificate or other certificate or document is not so delivered, Consignor shall pay CTBA a fee of \$125 per certificate or document, plus any fees or other costs for any applications made to obtain such certificate or document. Consignor agrees, represents and warrants that Consignor has paid, and submitted all information requested by the Jockey Club, or other organization, for any required certificate or document, and shall promptly pay any such unpaid fees and submit all information that is lacking or missing. Consignor further agrees that if any required Stallion Service Certificate is not timely delivered to CTBA, CTBA shall have the right, in its sole and absolute discretion, to make a reserve bid to cover any outstanding stud fees, plus CTBA's commissions, fees and charges, and deduct and/or withhold from the sales proceeds for any of the Horses an amount equal to such reserve bid. Regardless of any provision to the contrary, CTBA is not obligated to remit to Consignor any sales proceeds until all applicable Jockey Club Registration Certificates, Stallion Service Certificates or other certificates or documents for all Horses have been delivered to CTBA. Consignor hereby grants CTBA a "Security Interest" in each of the Horses, and all Jockey Club Registration or Stallion Service Certificates for the Horses, and all foals, products or proceeds of the Horses, in the amount of any outstanding sum owed to CTBA by any or all of the Consignors with respect to any and all matters, whether for this Sale or otherwise and Consignor authorizes CTBA to sign any "Financing Statement" or "UCC-1 Form" as Consignor's attorney-in-fact.**

11. Consignor agrees and acknowledges that CTBA has the right, in its sole and absolute discretion, to examine (including physical examination), test (including blood, urine or other sample) and x-ray any Horse, at anytime, without prior notice, and to select the veterinarian(s), laborator(ies) or other person(s) who will conduct the examination, testing, and x-rays and interpret the results. Consignor must make the Horses available for, and must fully cooperate with, any such examination, test and x-ray. Neither CTBA, any such veterinarian(s), laborator(ies) or other person(s), nor any of the foregoing officers, directors, owners, agents, representatives, employees or contractors shall have any liability whatsoever in connection with or arising out of any examination, testing or x-ray of any Horse, or the results thereof. CTBA shall have the right, in its sole and absolute discretion, to return any Horse to Consignor as unsold based on the results of any examination, test or x-ray of the Horse.

12. Absent fraud or bad faith of CTBA, any and all of CTBA's determinations made in connection with or arising out of the return of any Horse to Consignor as unsold under any provision of this Contract shall

be fully binding upon Consignor and no one connected with the making of such determination shall have any liability for, or arising out of, such determinations, including that they shall have no liability for any incidental, special or consequential damages or lost profits or revenues whatsoever. In the event that Consignor or any party commences any arbitration or takes any other action regarding any or all of CTBA's determinations, such party shall be liable for all of CTBA's reasonable expenses and costs, including, without limitation, its attorneys' fees and legal or arbitration related costs or fees, absent fraud or bad faith of CTBA. In the event that CTBA determines that any Horse is to be returned to the Consignor unsold, then (a) Consignor shall refund any sales proceeds paid to Consignor by CTBA and pay buyer or CTBA all reasonable expenses or costs incurred by either of them in connection with, or related to or arising out of the Horse, including, but not limited to, administrative fees, attorneys' fees, testing costs, veterinarian charges, vaning or other transportation costs, insurance premiums, and board and care expenses; and (b) Consignor shall promptly take possession of the Horse where it is then located.

13. Consignor agrees that CTBA and its representatives or designees shall have the right, in its sole and absolute discretion, to conduct inspections, examinations and tests, without prior notice, of all sales facilities, premises and grounds, including without limitation, stables, offices and tack rooms, used or otherwise occupied by Consignor or Consignor's sales staff or representatives.

14. Consignor agrees to care for and maintain each Horse in the event that the buyer of the Horse does not take possession of the Horse when and as required by the Conditions of Sale.

15. **Consignor releases, discharges, waives and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever Consignor has, may have or hereafter may have against CTBA; the County of Los Angeles; Los Angeles County Fair Association; The State of California; the owners and/or operators of the sales facilities, premises or grounds; auctioneers; and each of the respective directors, officers, partners, shareholders, owners, employees, representatives, agents, sponsors or independent contractors of any of the foregoing (jointly and severally the "CTBA Released" throughout this Contract) from, or arising out of, any or all of the foregoing: (i) any description, identification, accident, sickness, disease, theft or death to or of any of the Horses (and any in utero foal thereof); (ii) any injury, damage or destruction of any property of Consignor (or of any of Consignor's agents, employees, representatives, riders, independent contractors or invitees); (iii) the training, riding, stabling, showing or other use of any of the Horses; (iv) any injury, damage or loss caused by the Horses; (v) the use or occupation of any sales facilities, premises or grounds by Consignor, or Consignor's agents, employees, representatives, riders, independent contractors or invitees; (vi) a buyer's or prospective buyer's credit-worthiness, payment or non-payment by buyer or any decisions by CTBA regarding the granting of credit to, or the making of financial arrangements, with a buyer or prospective buyer; (vii) any actions taken by CTBA in either implementing or upholding either the Conditions of Sale, this Contract or CTBA Sales Policy; and/or (viii) CTBA's settlement of Consignor's account and payment of proceeds of sales, wherever or however any of claims, liabilities, damages, or losses may occur, whether caused or contributed to, in whole or in part, by any alleged passive or active negligent or grossly negligent act,**

omission or conduct by or of the CTBA Released. Notwithstanding anything provided in this Contract to the contrary, the CTBA Released shall not be liable for any lost profits or revenues, or any incidental, special or consequential damages.

16. Consignor agrees to indemnify and hold each of the CTBA Released harmless from any and all liabilities, damages, costs or losses in connection with each of the foregoing: (i) the training, riding, stabling, showing or other use of the Horses; (ii) any injury, damage or loss caused by the Horses; (iii) the use or occupation of any sales facilities, premises or grounds by Consignor, or Consignor's agents, employees, representatives, riders, independent contractors or invitees; (iv) any actions taken by CTBA in either implementing or upholding the Conditions of Sale, this Contract or CTBA Sales Policy; (v) any failure or refusal by Consignor to perform or observe any term, condition, covenant or warranty to be performed or observed by Consignor under the Conditions of Sale, this Contract or the CTBA Sales Policy; and/or (vi) CTBA's settlement of Consignor's account and payment of sales proceeds, wherever or however any of the foregoing may occur (collectively the "Indemnified Claims"). Consignor further agrees to defend the CTBA Released from any suit, action, arbitration or other proceeding founded upon any claim or assertion of any liability, damages, costs or loss in connection with or arising out of any or all of the Indemnified Claims, even if Consignor is determined not to have caused or contributed to such liability, damage, cost or loss. The defense of the CTBA Released shall be with counsel chosen by the CTBA Released, but paid for by Consignor. The CTBA Released shall be defended, indemnified and held harmless regardless of whether any claim, liability or damage or loss is caused or contributed to, in whole or in part, by the passive or active negligent or grossly negligent act, omission or conduct by or of any of the CTBA Released and the CTBA Released shall be entitled to recover against Consignor without payment of any amount whatsoever.

17. The provisions of paragraphs 7, 8, 9, 11 and 12 of this Contract shall not be construed, and are not intended, as giving any warranty to any buyer and is not intended to inure to the benefit of any buyer. Nothing shall require CTBA to inform any buyer, or any other person, of any of the matters which are the subject of paragraphs 7, 8, 9, 11 or 12 hereof; provided, however, that CTBA shall have the right, in its sole and absolute discretion, to disclose any such matters, without incurring any liability. All information concerning the identity of owners, sellers and Consignors; sales prices; claims, defaults and failures to perform; and the settlement of accounts and payment of sales proceeds shall not be deemed to be confidential in nature and CTBA shall have the right, in its sole and absolute discretion, to disclose any such information without incurring any liability.

18. If Consignor desires to set a reserve price on any Horse, Consignor must make such request in writing and submit it to CTBA's Reserve Counter, and have the same accepted by an authorized representative of CTBA, not later than thirty (30) minutes, or fifteen (15) hip numbers, prior to the Horse entering the auction ring for the Sale, whichever is later (the "Reserve Deadline"). Consignor releases, discharges, waives and relinquishes any and all claims, liabilities, damages or losses of any nature whatsoever Consignor has, may have or hereafter has against any of the CTBA Released from, or arising out of, any reserve price orally requested by Consignor or any reserve price requested by Consignor after the Reserve Deadline. In the event any Horse is sold to a buyer for less than the price designated on a proper and timely reserve,

CTBA's liability shall be limited to paying the Consignor an amount not to exceed the difference between the sales price and the reserve, less the commission on the sale. In the event a Horse is not sold due to the auctioneer incorrectly bidding above the price designated on a properly and timely reserve (or due to the auctioneer believing that a reserve was designated when no reserve was designated by the Consignor), the Horse may, at the option of Consignor, be brought back in the auction ring to be offered for sale, time and conditions permitting, as determined in the sole and absolute discretion of CTBA; provided, however, that regardless of whether the Horse is brought back into the auction ring or the results thereof, CTBA agrees to waive any entry fees or commissions with respect to such Horse and Consignor releases, discharges, waives and relinquishes all other rights, claims or obligations against each of the CTBA Released with respect to such Horse. Consignor further releases, discharges, waives and relinquishes any and all claims, liabilities, damages or losses against each of the CTBA Released in selecting a reserve price, or refusing to recognize a reserve price, in the event that more than one reserve price has been requested for any Horse.

19. Any person signing this Contract on behalf of or in the name of a corporation, partnership, trust, stable, estate or other form of entity or association, including as authorized agent, is jointly liable to perform all of the obligations of such corporation, partnership, trust, stable, estate or other form of entity or association under this Contract. In the event this Contract is executed by an agent of Consignor, such agent shall on this Contract identify by name each of the owners of each of the Horses and such agent represents and warrants that he or she has actual authority to execute this Contract on behalf of, and to bind, all of the owners of all of the Horses to this Contract. If all the principle(s) of the agent are not identified by name on this Contract, agent acknowledges that agent and each of the owners are jointly and severally liable for all obligations and duties contained in or arising out of the entry or sale of the Horses, this Contract or the Conditions of Sale.

20. Any dispute, claim or controversy arising out of or relating to this Contract will be determined by arbitration in accordance with Conditions Fifteen(C) and Eighteen of the Conditions of Sale. None of the terms and conditions set forth herein shall be modified or waived except in writing signed by CTBA's President and the party affected thereby. Consignor agrees and acknowledges that any waiver by CTBA of the Conditions of Sale, any Consignor's Contract or CTBA Sales Policy, including any prior waivers thereof, shall not constitute any precedent nor shall they bind CTBA to make any similar, different or future waiver. This Contract shall not be interpreted against CTBA. If any provision or portion of this Contract is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of the Contract, and they shall be continued and enforced as if such illegal or invalid provision or portion had never been inserted herein.

SIGNED

DATE

PLEASE PRINT NAME

OWNER

AGENT

DEADLINES

REGISTRATION PAPERS: JULY 18, 2022: Deadline for Jockey Club Registration papers for all horses, needs to be on file with this office. A charge of \$125 per horse will be assessed if the registration certificate is received after this date.

COGGINS: JULY 18, 2022: Deadline for **E.I.A or AGID** test. Each horse in the sale must have an individual certificate, dated within ONE (1) year of the sale with a negative result. A charge of \$125 per horse will be assessed after this date. The certificate must identify the horse fully and properly by sire and dam, or dam, sex, color and age. Each form must include the veterinarian's signature and results. **DO NOT USE BARN NAMES OR NICKNAMES.** Coggins must be in our office 2 weeks prior to arrival.

HEALTH CERTIFICATE: Dated within 30 days of the sale.

EVA (Equine Viral Arteritis): ALL HORSES in this sale are required to be pre-sale tested dated within 30 days of sale and the list of horses which tested positive is available from the sales office. There is no post-sale right of return for EVA unless offered specifically and individually by the consignor through the sales company.

EHV-1: ALL HORSES must be vaccinated for Equine Herpes Virus Type-1 (i.e. Rhinomune, Pneumabort-K, etc.) between 7-90 days of arriving on the sales grounds.

IF YOU HAVE A PROBLEM MEETING ANY OF THESE REQUIREMENTS, PLEASE CALL (626)445-7800 CHRISTY CHAPMAN ext:247 or LORETTA VEIGA ext:227 AS SOON AS POSSIBLE.

CTBA SALES POLICY

MEDICATION

Reports

All medications administered to a sale horse within seventy two (72) hours of the start of the sales session (a) must be at or below manufacturers' recommended dosages and guidelines; and (b) the medication, dosage and time of administration must be reported to CTBA in writing on a daily basis and updated two (2) hours prior to the start of the sale session.

No medication shall be given to a sale horse within two (2) hours of the start of the sale session through the time the horse enters the sales ring, unless such medication and dosage is announced by the auctioneer from the auction stand prior to the sale of the horse. Consignor is responsible for providing the auctioneer with such information in writing in a timely manner.

Restrictions

(A) Seventy two (72) hours prior to the start of the sales session:

(1) No more than two (2) non-steroidal anti-inflammatory drugs (NSAIDS) may be administered.

(2) **Only (1) cortico-steroid may be present in a test sample.**

****If cortico-steroids were administered within 21 days of the start of the Sale Session it will need to be reported on the medication report.**

(B) No bronchodilators, including but not limited to Clenbuterol and Albuterol, may be administered within 21 days.

(C) No exogenous anabolic steroids may be administered within either sixty (60) days prior to any training preview or prior to the sale of the horse (broodmares, broodmare prospects, stallions and stallion prospects excepted).

(D) The following medications may not be administered on Alameda County Fairgrounds facilities, premises or grounds or within seventy two (72) hours prior to the start of the sale session:

- 1) All substances classified as either Class 1 or Class 2 by the ARCI.
- 2) Furosemide (Salix or Lasix).
- 3) Procaine Penicillin.

PROHIBITED PRACTICES

(A) The following are not permitted on Alameda County Fairgrounds:

- 1) Extracorporeal Shock Wave Therapy or Radial Pulse Wave Therapy.
- 2) Acupuncture and /or Electro-Stimulation altering or attempting to alter laryngeal function.
- 3) Any invasive procedure which conceals chronic lameness or any material condition that more likely than not adversely affects the horse's suitability to be trained for racing.

(B) Internal blister or other injections to the knee altering or attempting to alter a horse's conformation is not permitted at any time.

CONDITIONS OF SALE

All horses are offered and sold in accordance with the Conditions of Sale contained in the catalog for each auction conducted by CTBA. The rights that a buyer may have in connection with a horse purchased are governed exclusively by the Conditions of Sale, which control over this Sales Policy. Buyers should therefore read and be familiar with the Conditions of Sale for the CTBA auction before purchasing any horses in such auction.