



Forest City Horse Sales
1293 Tilston Dr, Windsor, ON N9B 3C6
P: 519-319-0650 F: 519-915-8154

Application for entry to the November 16th Mix sale.

\$550.00/horse due by October 28th. *Please Print*

CONSIGNOR INFORMATION:

Consignor: _____ ☐ Owner *and/or* ☐ Agent
(Person to appear in catalogue)

Address: _____ City/Town: _____

Prov/State: _____ PC/Zip: _____ Phone: _____

Cell: _____ Fax: _____ E-mail: _____

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☐ Broodmare ☐ Weanling ☐ Yearling ☐ Racehorse ☐ Stallion share/Lifetime

Name: _____ Tattoo: _____ Year: _____

Gender: ☐ Horse ☐ Gelding ☐ Ridgling ☐ Mare

Sire: _____ Dam: _____

Is this horse the result of an **Embryo Transfer** ☐ Yes ☐ No

If this is a Broodmare please complete the following:

(Note: Only Mares that have been serviced will be sold as broodmares. Certificate of Service is required if mare is pronounced in foal)

2007 Breeding Date: _____ Bred to: _____

2008 Foaling Date: _____ ☐ Colt ☐ Filly

2008 Breeding Date: _____ Bred to: _____

Is this mare in foal? ☐ Yes ☐ No

Owners Statement: _____

I/We warrant that the above information is correct and make application to enter the described animal to the sale at Western Fair Agriplex, London, Ontario to be held by Forest City Horse Sales Company, subject to the conditions printed on the reverse side of this form which I/We acknowledge to have carefully read and examined and which upon acceptance of this application will become the terms of the contract between us.

Signature: _____ **Date:** _____

CONSIGNOR'S CONTRACT – TERMS AND CONDITIONS

When entering a horse in the FOREST CITY HORSE SALES Mixed Sale, the Consignor agrees to the following.

1. Forest City Horse Sales (FCHS) 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 FCHS a fee of five hundred and fifty dollars (\$550) for each horse entered in this sale. Such fees shall be considered as earned by FCHS upon acceptance of the horse to the sale.
3. The Consignor shall be permitted to bid-in and buy back any horse consigned to him. The regular fees shall apply. The Consignor shall deliver all horses accepted for entry with a halter to the place of sale at the time directed by FCHS to be sold by auction. The halter is sold with the entry.
4. 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 FCHS its regular fees.
5. The Consignor shall not be permitted to withdraw any consigned horse from the sale once the hip numbers have been assigned and made public, except upon payment of the regular \$550 fee. For a horse withdrawn after the printing of the sale catalogue, the consignor agrees to pay the regular \$550 fee. However, in the case of serious sickness, injury, claim from a claiming race or death subsequent to the time of entry, as appropriately documented (by a veterinarian where deemed necessary) to the satisfaction of the Manager of the FCHS Mixed Sale, approval for withdrawal may be permitted by the manager and fees waived.
6. FCHS is acting herein simply as the agent of the Consignor and accordingly, the horse consigned remains at all times entirely at the risk of the Consignor. The Consignor guarantees the title of the consigned horse to FCHS and to the purchaser. The Consignor hereby represents that there are neither claims against or liens upon the ownership of any horse entered by him interfering in any way with its sale or delivery that can hereafter deprive the purchaser of full and complete ownership.
7. FCHS 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 judgment 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 horse. FCHS reserves the right to not offer a horse for auction unless represented by the Consignor or the Consignor's authorized agent.
8. The Consignor acknowledges that he is familiar with and agrees to the "Conditions of Sale" under which the auction sale will be conducted by FCHS. A copy of said conditions will be supplied to the Consignor upon request. In the event any purchaser fails to pay for and receive a horse struck down to him, FCHS is authorized to accept the same amount from another person, or to accept the next highest bid. The horse 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 horse, it may be returned to the Consignor by FCHS without refund of sales fee.
9. The Consignor will defend any suit brought by a purchaser against FCHS by reason of and/or on account of the sale of his entry. The Consignor shall indemnify and save harmless FCHS in connection with any such suit and its legal costs in connection therewith.
10. In the event of damage or injury caused directly or indirectly by the horse consigned, the Consignor shall indemnify and save harmless FCHS, in respect of all claims or demands made against it.
11. In the event of any dispute arising from the consignment or sale of a horse pursuant to this agreement, FCHS 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.
12. The Consignor acknowledges that he is familiar with Standardbred auctions and hereby expressly waives in advance any possible claims or demands against FCHS, the auctioneer and all other persons, servants and agents of FCHS or of the auctioneer arising directly and indirectly out of the manner in which the horse consigned by him is auctioned and/or sold.
13. FCHS shall be entitled to change the location, to change the date and/or time and to cancel the sale without liability to the Consignor. FCHS 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.
14. FCHS 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 horse entered, which in its opinion, is appropriate.
15. All horses must present a Certificate for Equine Infectious Anemia (EIA) with a Negative Serum Test Report (Coggins) within 180 days of the date of the sale. The parentage of each yearling, weanling, and foal must be verified by DNA typing at a Standardbred Canada approved laboratory prior to the date of the sale. All yearlings, weanlings and foals (greater than 9 days of age) must be freeze-branded prior to the sale.
16. The Consignor shall deliver to FCHS, prior to time of sale, Certificate of Registration for each horse accepted for entry as well as the name of the stallion and last breeding date of a broodmare in foal, and the Certificate of Service for each broodmare pronounced in foal. The Consignor agrees that in the event that any horse entered by him is unsold at the conclusion of the sale, FCHS shall have the right to hold any Certificate of Registration pending settlement of all charges payable by the Consignor to FCHS.
17. The Consignor will present a satisfactory veterinarian's certificate (based on examination done within 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 FCHS the day of the sale and further agrees to pay costs of such examination and for a certificate thereof. If a mare or filly sold as not in foal is, in fact, in foal or a broodmare sold as in foal is, in fact, not in foal, or an animal described as a colt or gelding does not meet that description, the animal may be returned to the consignor for a refund of the purchase price and 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 the form approved by FCHS is signed by the Consignor.
18. The Consignor authorizes FCHS to deduct an administrative fee from the sale proceeds for each document that is required by the terms and conditions of the sale and not filed with FCHS prior to the sale. These documents include the Certificate of Registration, a properly endorsed application for transfer of ownership, EIA (Coggins) Certificate, a parentage verification certificate, Certificate of Service for broodmares pronounced in foal, etc.
19. The Consignor is responsible for the accuracy of statements made, either in the catalogue or by the auctioneers or the pedigree readers, regarding the entry. Consignor shall indemnify and save harmless FCHS from any liability incurred by FCHS as a result of errors or omissions in such statements.
20. The Consignor agrees that FCHS 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. FCHS shall make every effort to collect all accounts but the Consignor agrees that settlement cannot be made to the Consignor, and FCHS is not liable for payment to the Consignor until payment is received by FCHS.
21. Settlements by FCHS with the Consignor for horses sold shall not be due until the 30th day after the date of the sale.