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## 2011 QROOI YEARLING AND MIXED SALE CONSIGNORS CONTRACT

PLEASE READ AND UNDERSTAND ENTIRE DOCUMENT BEFORE SIGNING

I hereby consign the foregoing livestock (the "Animals") to Quarter Racing Owners of Ontario Inc., ("QROOI") for sale in the 2011 QROOI Yearling and Mixed Sale (the "Sale") and inclusion in the Sale catalog subject to the following terms and conditions:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize QROOI to advertise and sell each Animal at public auction, to make on my behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each Animal to the highest recognized bidder, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of sale for my account.

2. I agree to pay QROOI the designated Entry Fee for each Animal on or before the due dates. Subject to the refund provisions set forth in this Agreement, the Entry Fee will be deemed earned by QROOI on the appropriate Withdrawal Date (30 days after the consignment date). I understand I have the right to withdraw an Animal prior to the Withdrawal Date. Subsequent to the designated Withdrawal Date, QROOI's authority to sell each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by QROOI.

3. I understand that if the number of Animals entered in the Sale exceeds the maximum number of Animals allowed to be included in the Sale, QROOI will have the right to review each Animal's pedigree and excuse the Animal from the Sale by providing written notice to me no more than 30 days after the consignment date. If an Animal is excused from the Sale based on the Animal's pedigree, QROOI will refund the designated Entry Fee;

4. In addition to the Entry Fee, I agree to pay QROOI the sales commission on each Animal computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. QROOI is authorized to deduct all sums owing to QROOI from my account and in the event of any deficiency, I agree to immediately pay QROOI the balance due. The commission will be 4 % of the final recognized bid for a QROOI member and 5% of the final recognized bid for a Non QROOI member.

5. I understand that QROOI reserves the right to:

- (A) Reject entry of any Animal based on pedigree and conformation as provided herein.
- (B) Reject the entry of any Animal in the Sale for any reason at the sole discretion of the QROOI.
- (C) Approve any assignment of my rights and obligations under this agreement as a condition to such assignment.
- (D) Determine the order of sale of all animals.
- (E) Assign stabling facilities subject to such stabling policies as QROOI may establish.
- (F) Examine each Animal and make such catalog corrections and announcements as QROOI deems appropriate; and
- (G) Change the time, date or location of the Sale, should circumstances in QROOI's sole discretion, necessitate such a change.

6. I agree, at the time of entry, to deliver to QROOI the following documents in a form satisfactory to QROOI with respect to each animal:

- (A) The original AQHA certificate of registration with a designation that the Animal has been Parentage Verified in accordance with the AQHA's rules and regulations. NB: a copy must be provided with the Consignment Form and the original document provided on arrival at sale site.
- (B) Completed and signed transfer reports, and other items required to transfer registration of the Animal to the Buyer.

7. I agree, prior to the sale, to deliver to QROOI the original of a NEGATIVE COGGINS test dated NO EARLIER than six (6) months prior to the date the Animal sells.

8. I understand that PAYMENT TO CONSIGNORS will take place as follows;

- (A) payment to QROOI's consignors will begin on the 30th banking day after the last day of the Sale;
- (B) registration certificates will not be transferred until the buyer's check has cleared the bank.
- (C) an assessment of \$150.00 per entry will be charged if any problems arise in procuring or processing the sale entry's paperwork.

9. I agree to provide such information as QROOI might request with respect to the ownership, description, pedigree, produce, performance, health and conformation of each Animal. I understand that QROOI will provide to me a copy of the Sale catalog prior to the Sale date setting forth my representations and warranties with respect to each Animal. I agree to review the sale catalog and promptly notify QROOI of any corrections thereto prior to the Sale.

10. I represent and warrant to the buyer and to QROOI the following;

- (A) the Animal is sound of eyes and mouth;
- (B) the Animal is declared as a "cribber" as applicable;

- (C) the sex and condition as a stallion, gelding or ridgeling of the Animal is as described in the Sale catalog;
- (D) that no markings, no questions as to parentage, nor any other controversy exists that would affect the registration of the Animal in its respective Breed Association;
- (E) the Animal is not afflicted with Locomotor Ataxia (aka. wobbler syndrome);
- (F) that the pedigree of the Animal is as represented, parentage represented herein has been verified and could be verified again by DNA testing at expense of consignor in accordance with the American Quarter Horse Association's or other relative Breed Association's current rules. I understand that I AM REQUIRED TO INFORM QROOI of any such aforementioned conditions at time of entry for announcement at the sale, or face purchaser's possible refusal of Animal and forfeiture of my Entry Fee and Sales Commission.

11. I agree to deliver each Animal to the Sale location no later than 8:00 a.m. local time Saturday, September 24<sup>th</sup>. Move in day is the day before, Friday, September 23<sup>rd</sup> 12:00pm to 9:00pm. I understand that the maintenance of each Animal is my responsibility until sold and I agree to care for each Animal while stabled on the Sale premises in accordance with approved husbandry practices. On my failure to so care for any Animal, I agree that QROOI may, at QROOI's option, undertake such care and I agree to reimburse QROOI for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that QROOI will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal. I further understand overnight security staff comprised of experienced horse persons will be provided in the stabling area by QROOI. I authorize these persons to take any emergency actions *as may be required*. I further agree to provide QROOI with emergency contact information.

12. I understand that to protect my desired sales price for the Animal(s), either I or my authorized agent must be the final bidder on the Animal. I understand that all commissions are still payable before the animal and/or its registration papers will be released. There is no Reserve Bid.

13. I understand that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of QROOI's Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of the default of the buyer or otherwise, QROOI will not be liable for the purchase price of the Animal. QROOI's sole obligation will be to assist me in the collection of the purchase price of the Animal, assist in the recovery of the Animal or to assist in the resale of the Animal at the Sale or by private sale to the extent that I might request. I understand that QROOI does not guarantee the validity, enforceability, payment or collection of any instrument delivered to QROOI in payment of the purchase price of any Animal. Any obligation which QROOI might owe to me by reason of a buyer's default will be discharged by QROOI's resale of

the Animal by public or private sale, whether or not the resale price equals the price agreed to be paid by the defaulting buyer.

14. I agree to indemnify and hold QROOI and QROOI's shareholders, directors, agents, employees, contractors and representatives harmless from all claims, expenses and costs (including, without limitation, lawyers fees, costs and expenses) arising out of: (i) any question of title to or my authority to sell any Animal; (ii) any claimed loss or damages relating to blood typing or parentage verification of any Animal as may be required by the American Quarter Horse Association, without limitation, any failure or inability to perform such parentage verification; (iii) any lien, attachment or claim asserted against any Animal or the proceeds of sale; (iv) any claimed default in my representations or warranties with respect to any Animal; (v) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or any Animal consigned by me; (vi) my entry or sale of any Animal; or (vii) my default in performance hereunder. I agree to pay QROOI, on demand, the full amount of any loss, which QROOI may incur in settlement of any claim or demand on account thereof.

15. I understand and agree that the terms of the Sale Conditions and Settlement Procedures published in the Sale Catalogue will govern the sale of each Animal, and I agree to be bound thereby.

16. This agreement will be binding on me, my heirs, personal representatives, agent(s), successors, permitted assigns, any successor in ownership of each Animal and will ensure to the benefit of QROOI's successors and assigns. If this agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principal, for the performance of this agreement. This agreement cannot be amended except in writing executed by the parties.

17. The sale will not be held responsible for the status of the entry's eligibility for Ontario bred status as defined by the Ontario Quarter Horse Racing Industry Development Program (OQHRIDP.)

#### 18. Multiple Embryos

PLEASE NOTE: The fact that a foal is an embryo transfer does not necessarily mean it is one of multiple foals. The fact that a foal was born naturally out of a mare does not necessarily mean it is a single foal.

Neither the sale company nor the sale catalogue will be held responsible for providing information as to multiple embryos and or embryo transfers out of mares or dams in sale: nor will either be held liable in any way for buyer's belated awareness of such information.

#### 19. Applicable Law

This agreement shall be read and construed and interpreted pursuant to the Laws on the Province of Ontario.

## 20. EXOGENOUS ANABOLIC STEROIDS LIMITED WARRANTY

**CONSIGNORS specifically represent and warrant that any yearling entered in the SALE shall not have been administered any Exogenous Anabolic Steroids (EAS).**

In order for purchaser to avail himself of this **Limited Warranty**, purchaser agrees to pay \$500.00 to QROOI to cover direct costs and administrative expenses in regard to the blood sample being taken. QROOI will then arrange for the sale veterinarian to obtain a blood sample to be taken to be sent to a laboratory selected by the QROOI for testing for EAS. Should the post sale test reveal the presence of EAS at such a level as determined by the testing laboratory that shows that EAS is present in the system of the horse (positive test), the purchaser shall have the right to rescind the sale of the horse, which rights must be exercised by the purchaser giving notice to QROOI within 24 hours of the purchasers receipt of the results of a positive test. If purchaser elects to rescind the sale as the result of a positive test for EAS, the QROOI will refund the purchase price paid by the purchaser which has been held from the consignor pending the results of the blood test. QROOI will give notice of the results of such test to the consignor and purchaser as soon as practical after receipt of test results are received from the testing laboratory which is anticipated to be within 10 days of the date of sale. In addition, neither the purchaser nor consignor shall have the right nor shall QROOI have any obligation to conduct testing of split sample. QROOI decision concerning whether there is a positive test as long as same is supported by the testing laboratory selected by QROOI shall be fully binding upon the consignor, purchaser and all other interested parties. In the event any party challenges QROOI exercise of discretion, absence of fraud or bad faith such party shall be liable for all of QROOI reasonable expenses, including without limitation its attorney fees incurred in defending the challenge. Pending the outcome of the test results the purchaser shall be responsible for all expenses including, but not limited to, such items as \$500.00 testing fee, veterinarian charges, vanning, insurance, and boarding. Purchaser will be required to exercise due care during the recession period in maintaining and boarding the horse. The purchaser shall not cause the horse to be materially altered during the recession period.

In the event of a positive test, risk of loss shall remain with purchaser from the fall of the hammer until the consignor has been notified of purchaser's election to rescind the sale at which time risk of loss passes back to the prior owner. The prior owner shall remain responsible for paying the standard commission and fees, based upon the gavel price, as indicated on the *Consignor's Contract* and for the testing fee, veterinarian charges, vanning, insurance, boarding, and any other expenses incurred while buyer waited for the test results.

Upon the recommendation of the Scientific Advisory Committee of RCI, QROOI will use the 25pg/ml plasma level for quantification as a basis for a positive test, which means an effective ban on using any of the four anabolic steroids,

Testosterone, Stanozolol, Boldenone and Nandrolene, recommended withdrawal times are as follows: (Testosterone-28 days), (Stanozolol-49 days); Boldenone-130-140 days) (Nandrolone-49 days). Please pay special attention to the type of medication used when determining the withdrawal time. In the event that generic anabolic steroids are being used, the withdrawal times may vary.

I have read, understand, approve, and agree to be bound by the foregoing terms and conditions.

Name: \_\_\_\_\_  
*(Please Print)*

Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_  
Month, Day, Year *(Please Print)*

**Please ensure that you retain a copy of this completed contract for your files before returning the original to:**

**Quarter Racing Owners of Ontario Inc.  
11 Harwood Avenue South, Ste. 202  
Ajax, Ontario L1S 2B9**