

OFFICE USE ONLY					
Date Rec'd					
Fee Enclosed					
# Horses					
JC Certificate					
Cdn Registration					
Coggins					

2024 CTHS SASKATCHEWAN WESTERN MIXED SALE to be held on OCTOBER 27, 2024

Location: PRAIRIELAND PARK AG CENTRE, SASKATOON, SK.

Entry Deadline: Emailed and/or Postmarked by Aug 31st, 2024

(NOTE: Entry Deadline for Off The Track Thoroughbreds – Emailed and/or Postmarked by Sept 25, 2024)

Entry F	ee:
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Leather Halter:	\$50.00 (+gst) per horse due on entry
Prepaid Sales Commission*:	\$100.00 (+gst) per horse due on entry Minimum commission of \$100 or 5%, whichever is greater.
Weanlings, broodmare prospects, open mares, in-foal mares, stallions, Horses of Racing Age (HORA) and Off The Track Thoroughbreds (OTTB)	\$150.00 (+gst) per horse due on entry
Thoroughbred Yearlings	\$225.00 (+gst) per yearling due on entry

RETURN COMPLETED CONSIGNMENT CONTRACT INCLUDING SIGNATURES, ENTRY FEES, PREPAID COMMISSIONS and HALTER COSTS NO LATER THAN SATURDAY, AUG 31, 2024

To: Canadian Thoroughbred Horse Society (Saskatchewan Division)

P.O. Box 625, Davidson, SK. S0G 1A0 Email: cthssaskatchewan@gmail.com

T: 306-241-7273

e-transfer to: cthssaskatchewan@gmail.com

Name on Card _____ Signature ____

THIS APPLICATION WILL NOT BE ACCEPTED UNLESS SIGNED BY THE OWNER.

Note: a valid Coggins certificate to be dated within six months of the selling date and to be valid for at least two (2) weeks after the date of sale as well as current vaccinations for Flu and Rhino.

^{*} Prepaid Commissions are non-refundable. CTHS may elect not to sell any horse(s) if the prepaid commissions have not been received. The balance of sales commissions shall be deducted from the sales proceeds or, in the event of a chargeback, shall be immediately paid to CTHS as provided in paragraph 2 of the Consignment Contract.



Canadian Thoroughbred Horse Society SASKATCHEWAN DIVISION

PROPERTY LINE:							
Exact NAME listed above will appear at the top of the catalogue page							
OWNER:							
Own	er must sign Voluntary Assumption of I	Risk and Release on Page 3.					
Address							
City	Prov/State	Postal/Zip Code					
Phone ()	Email Address						
JOCKEY CLUB CERTIFICATE MANAGER:							
NAME:	NAME: Email Address						
AGENT (if applicable):							
Address	Agent must sign Agent's Authorizatio	n on page 3					
City	Prov/State	Postal/Zip Code					
Phone ()	Email Address						

CONSIGNOR REQUIREMENTS

PLEASE BE FAMILIAR WITH CONDITIONS OF SALE AND, IN PARTICULAR, WITH RESPECT TO THE THIRD CONDITION CRIBBERS, RIDGELINGS, TWINS, IMPAIRED VISION, ETC. CONSIGNORS WILL BE LIABLE for any of the aforementioned disclosures or any others not declared to the CTHS office in time for announcements to be made prior to the horse going through the sale ring.

- 1. Completed Entries: All entries MUST be signed by the Owner and his/her Authorized Agent, if applicable.
- 2. Withdrawal: If a horse is withdrawn from the sale, the minimum commission charged will be retained by the CTHS. This charge will be waived upon receipt of a veterinarian certificate within 10 days of the withdrawal date.
- 3. Registration Papers: Registration papers (hard copy or Digital Jockey Club Registration Certificate) for all entries must be in the sales office or accompany entry applications or entries will not be permitted into the sale.
- 4. Reserve: If a reserve is desired by the Consignor, said reserve shall be given to the auctioneer prior to the sale
- 5. Halter: All horses must be presented and sold with a new leather halter
- **6. Manure Removal:** Consignors will be levied a fine of \$100.00 should they not; a) remove manure on a daily basis out of their stalls and placed in the designated areas, b) clean their tack room and stall(s) by indicated move out time.
- 7. **Bedding:** Two (2) bales of shavings (per entered horse) are included with your entry fees. Additional bales can be purchased from CTHS. Please make arrangements early, as supplies are limited. (**No straw allowed**).
- 8. Stakes Eligibility: Only Canadian-bred yearlings that have passed through the sale, which have paid in full all CTHS commissions and fees, are eligible for the CTHS (Manitoba Division) Sales Stakes.
 - British Columbia, Alberta, and Ontario have a reciprocal agreement that allows Canadian-bred yearlings sold through their sales to run in the Canadian Sales Stakes Series.
- 9. **In-foal mares:** within 14 days prior to date of sale, consignor will provide to CTHS a veterinary certificate stating that said mare is believed to be pregnant in the opinion of the examining veterinarian.
- 10. Entry Limit: The CTHS Sales Committee reserves the right to limit entries, if deemed necessary.
- 11. End of Sale: All horses must be removed from the sales grounds by 8:00 pm on Sunday, October 27th, 2024.
- 12. Grounds: Only horses entered on this contract are permitted on the sales grounds.

DOCUMENTS REQUIRED FOR SALE

- Digital Jockey Club Registration Certificate for each horse transferred to CTHS Saskatchewan.
- Original Canadian Registration Certificate for each horse
- Original negative Coggins test dated within 6 months of the sale and valid for at least 2 weeks after the sale. Horses without a
 negative Coggins cannot be sold.
- Agent's Authorization form (if applicable, see page 2)
- Vaccination Certificate (Flu and Rhino)



Canadian Thoroughbred Horse Society SASKATCHEWAN DIVISION

VOLUNTARY ASSUMPTION OF RISK AND RELEASE

TO: Canadian Thoroughbred Horse Society (Saskatchewan Division) (hereinafter "CTHS") P.O. Box 625, Davidson, SK. S0G 1A0

AND: Saskatoon Prairieland Park Corp, Saskatoon, SK (hereinafter "SPPC"), P.O. Box 6010, 503 Ruth Street, Saskatoon, SK.S7K 4E4

The undersigned Owner of all of the horses listed in the Consignment Contract agrees in consideration of your acceptance of the Consignment Contract, to hereby release the SPPC and each of its trustees, officers, employees and agents and the CTHS, its directors, officers employees, and agents from any and all claims for any consequential loss, injury and/or damage to any of the undersigned's horses and/or other personal property owned by the undersigned, which may occur while such horse and/or personal property are on SPPC's premises or deemed to be under your care, custody or control.

custody or control.	
Without limiting the generality of the foregoing, the undersigned I whatsoever which the undersigned may have against CTHS and auction and/or stabled on SPPC's premises and any and all recobeing transported to, in, or from the premises owned by the SPP	or SPPC resulting from the undersigned's horse(s) being sold at burses whatsoever resulting from the undersigned's horse(s)
Dated this day of , 2024.	
Owner:Please print name.	Witness: Please print name
OWNER Signature	WITNESS Signature
X	X
AGENT'S AU TO: Canadian Thoroughbred Horse Society (Saskatchewan Division) (h Take notice that agent of the undersigned Owner to do all acts necessary to effect the sal behalf for the 2024 CTHS Saskatchewan Western Mixed Sale, including	(name of authorized agent) is hereby authorized to act as an e of my horse(s) herein consigned or to purchase any horse(s) on my
 To provide information on current breeding status and all other matters relating to any horse(s) for inclusion in the catalogue prepared with respect to the above noted sale or announcements from the auction stand and to warrant the accuracy of such information. To incur, on behalf of the undersigned's account with CTHS, all costs, charges or expenses in relation to the sale of any horse(s) of the purchase of any horse(s) including but not limited to all costs charges, or expenses with respect to advertising, stall cards, bedding, feed, keep and maintenance, halters and transportation. CTHS is hereby authorized to deduct any such costs, charges and expenses from the proceeds otherwise payable to the undersigned with respect to the sale of any horse(s) at the above noted sale. To withdraw any horse(s) from the above noted sale before sale occurs, subject to any and all fees, payable by the undersigned, pursuant to the Consignment Contract. 	4. To establish a reserve price and sign the reserve bid form furnished by CTHS for horse(s) offered for sale at the above noted sale. 5. Bid on any horse(s) herein consigned and sign all documents and paper in connection therewith, whether or not a reserve price has been established. 6. To waive orally or in writing any and all rights under the Consignment Contract. 7. The undersigned authorizes the payment of all proceeds of sale to above named agent.
This authorization shall, in all respects, bind the undersigned by all actior only in writing, such revocation to become effective only when acknowled any reason or event including death, but shall continue until revoked in w revocation to become effective only when acknowledged in writing by the Dated this day of, 2024.	dged in writing by the CTHS. This authorization shall not be revoked for writing by a duly authorized representative of the undersigned, such
Owner:	Witness:
Please print name.	Please print name
OWNER Signature	WITNESS Signature
X	X
I agree to act as Authorized Agent for the above-named owner a	s outlined above.
AUTHORIZED AGENT Signature	

CONSIGNMENT CONTRACT

The horse(s) listed herein are submitted for inclusion in the 2024 CTHS Saskatchewan Western Mixed Sale catalogue for sale by public auction with the following:

- CONSIGNOR'S WARRANTY: I, the undersigned hereby warrants that no horse entered for sale shall have a contagious or infectious disease. The undersigned hereby warrants title to each horse or interest therein, entered by me, and further warrants that the title thereto is free from any liens, mortgages or encumbrances, and agrees to defend said title against all adverse claims. I further covenant and agree to indemnify and hold the Canadian Thoroughbred Horse Society (Saskatchewan Division) ("CTHS") and its auctioneers harmless from any and all costs, liabilities, incidental and consequential expenses, including reasonable legal fees, incurred because of or arising out of any question of title, any disputes concerning identity, accuracy of catalogue information or announcements or engagements of any and all of the named horses included herein, or resulting from any liens, attachments or claims against the net proceeds from the sale thereof. I agree that I am the sole and absolute guarantor of the correct identity of all horses sold by me in this sale and that all title to, interest in and possession of the named horses shall remain with me until title passes to a buyer or buyers at the time of sale. I appoint CTHS to act as my Agent in this sale at public auction of the horses included herein, with full authority to transfer title, to receive the proceeds of such sale for my account and to distribute such proceeds of sale to me and such other parties as CTHS reasonably believes to have an interest in the proceeds and in such priority as CTHS reasonably believes appropriate
- 2. FEES-COMMISSIONS: I agree to pay CTHS a non-refundable fee of \$100 for each horse entered, which payment must accompany this contract or it will not be accepted. I further agree that CTHS shall deduct from my account and retain a sales commission of the greater of \$100 or 5% of the final accepted bid, by whomsoever made, on each horse sold or bid in for my account. I agree that CTHS may retain its commission on charge-backs from any and all proceeds payable to my account in the event I do not set forth the ownership interest of each horse consigned by me. In the event of a deficit in my account, I shall immediately pay to CTHS the balance due. I agree that all horses listed herein will be presented for sale at the time scheduled unless excused by a veterinarian critificate, fully stating the reason for withdrawal. Other than the retained commission of \$100 no additional charge will be made for withdrawn horses by a veterinary certificate. Any amounts owed to CTHS for more than thirty (30) days after the date of sale shall accrue interest at the rate of twenty-four (24) percent per annum to date of payment. I agree to grant the CTHS a lien and security interest on the proceeds of sale as security for payment of all commissions, costs or damages provided for in this contract, which lien and security interest shall rank in priority and be superior to all other liens and security interest of any kind whatsoever.
- HORSE'S CONDITION: I warrant that no horse herein consigned is afflicted with locomotor ataxia (wobbler syndrome), no horse consigned has been administered exogenous anabolic steroids within forty-five (45) days of the sale, and that no horse of racing age, yearling or weanling consigned has an injury to or disease of the bone structure adversely affecting its suitability to be trained for racing. I agree that should any condition which has not been announced at the time of sale, becomes known to a purchaser and reported to the CTHS in writing by the purchaser, accompanied by a written veterinarian certificate, based upon examination by the certifying veterinarian that such condition exists, within twelve (12) hours after the date of such sale and prior to removal of the horse in question from the sales premises, such time being of the essence, the horse in question may be returned to me as unsold by delivery of the horse to me in a physical condition materially the same as at the time of sale. I agree that CTHS shall solely and exclusively make the determination as to whether such condition exists, and if so whether it existed at the time of sale and whether it is of such a nature to warrant return of the horse under this paragraph. I further agree to be absolutely bound by CTHS's decision, and in the event of the return of the horse as unsold, to pay all reasonable charges for maintenance and transportation of such horse from the time of sale until its return to me. I further agree that should any horse herein consigned be a twin or be required under Jockey Club rules of registration to be registered of "dual parentage", and such fact not be disclosed at the time of sale, I will accept the return of such horse as unsold and will reimburse the purchaser and CTHS for all reasonable expenses incurred for the maintenance and transportation of the horse from the time of sale until its return to me, provided that such horse is returned to me in a physical condition materially the same as at the time of sale. I agree that in the event of a breach of any provision of this paragraph, CTHS shall have the right to maintain and transport the horse in question for my account, and shall have the right to resell such horse for my account at public auction or by private treaty. I understand that CTHS shall attempt to give me notice of such resale, but I agree to hold CTHS harmless from any adverse consequences of such sale whether or not I receive notice thereof before the fact. The provisions of this paragraph shall not limit or affect any right or remedy, which CTHS might have under law, nor shall they constitute warranties of any sort to the purchaser. CTHS shall be the sole and absolute arbitrator of the applicability of this paragraph.
- 4. WITHDRAWAL OF HORSES: CTHS relies on this consignment in its own planning and promotion of the sale. I hereby warrant that any horses consigned hereunder will not be sold elsewhere nor will there be any commitment to sell or other disposition of any horse entered herein and, in breach of this condition, I shall forthwith pay to CTHS the sum of \$100 or an amount equal to five (5) percent of the actual sale price or appraised value of the horse, whichever is greater, together with applicable taxes, if any. A horse may be withdrawn if the horse is unfit for sale for veterinary reasons. Should withdrawal for veterinary reasons be necessary, I will provide CTHS with a veterinary certificate acceptable to CTHS within forty-eight (48) hours of withdrawal, stating the specific condition of the horse which necessitates the withdrawal. CTHS has the right, in its sole and absolute discretion to appoint a veterinarian to inspect any horse withdrawn from the sale for veterinary reasons.
- 5. SELLING PROCEDURES: I agree that CTHS shall have the right and sole and absolute discretion to extend credit to the purchaser of any horse sold by me in this sale. I further agree that in the event the successful bidder for any horse entered by me in such sale fails to present himself to arrange for settlement as provided for in the CTHS conditions of sale, or should such bidder on presenting himself be determined to be financially irresponsible by CTHS, such horse may immediately be put up for sale for my account and CTHS shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. I further agree that should conditions make immediate resale as herein provided impossible or impractical, such horse may be returned to me as unsold with a waiver of sales commission by CTHS. I further agree that CTHS retains the right not to make settlement in the event a purchaser defaults and that any settlement, in whole or in part, by CTHS despite any purchaser's default shall not constitute a waiver, nor establish a custom and shall not abrogate CTHS's right to withhold settlement from me in any case where the purchaser has defaulted. I agree that in the event I desire to place a reserve bid on any horse(s) entered herein, the reserve bid shall be lodged in writing with the auctioneer of CTHS prior to entry of horse in the sale ring.

- 6. PAYMENT OF PROCEEDS OF SALE: I agree that CTHS shall in no case be required to remit to me the net proceeds of sale of my consignment earlier than 30 days after the date of sale. CTHS shall remit to me only those net proceeds after the following conditions have been satisfied: (1) If purchaser has paid in full and 10 days have elapsed to allow for cheque clearance; (2) if The Jockey Club and Canadian certificates of registration for each horse consigned are in order for delivery to the purchaser. I further agree that CTHS will remit to me the balance of net proceeds of sale of my consignment when it has received payment in full from purchasers of all horses in my consignment. In the event a purchaser refuses to pay for any horse sold by me because of claims of misrepresentation, fraud, or breach of warranty regarding such horse, CTHS shall not pay to me the net proceeds of the sale of such horse until such claim has been resolved and the proceeds of sale have been received by CTHS.
- 7. CTHS SALE PROCEDURE: I agree that CTHS reserves the right (1) to reject any entry at any time upon tender of return of the fee, (2) to determine the order of sale of all entries, (3) to assign stabling facilities as it sees fit, and (4) to change the time or date of this sale should unforeseen circumstances necessitate such a change. CTHS reserves the right to exclude any horse from entering the sales ring which has been judged by a veterinarian to be physically unfit for sale.
- 8. SALE DOCUMENTS: I agree either to deliver to CTHS or grant permission to The Jockey Club to deliver directly to CTHS prior to the sale, The Jockey Club Certificate of Registration for each horse listed herein. In the event any Jockey Club Certificate of Registration is not so delivered, I hereby certify that all information and payment of fees required by The Jockey Club to complete such Certificate of Registration have been furnished to The Jockey Club. I agree that CTHS shall have the right to refuse to sell any horse for which all certificates are not delivered, or, alternatively, to withhold any monies due me until all certificates are delivered. I also agree to furnish Coggins certificates for horses accepted for this sale when they are requested. Coggins certificate to be dated within six months of the selling date and to be valid for at least two (2) weeks after the date of sale as well as current vaccinations for Flu and Rhino. If this agreement is executed by an agent, the agent agrees to be jointly, severally, and personally liable with his principal for furnishing the documents provided for herein, and thus will be personally liable for all damages resulting from failure to furnish the aforesaid documents.
- 9. CONSIGNOR HAS READ: I have read the above conditions and accept them. Furthermore, I agree to abide by all procedures and conditions of sale under which CTHS conducts its business. I acknowledge that I am solely responsible for the accuracy of all information provided herein and further that I have the affirmative duty to examine the catalogue page(s) on which horses consigned by me appear, prior to the sale, and to report any inaccuracies to CTHS so that it may make an appropriate announcement at time of this sale.
- 10. CONSIGNOR'S INDEMNITY TO CTHS: I agree to indemnify and hold CTHS harmless from any and all claims, losses and damages, including legal fees, occasioned by CTHS's payment of proceeds of sale.
- 11. LOSS RELEASE: I agree that both CTHS and Saskatoon Prairieland Park Corp (SPPC) and each of their servants, agents and employees shall not under any circumstance be liable or responsible for loss, injury or damage to horses or property sustained by me or my respective servants, agents and employees. I and my respective servants, agents and employees hereby agree that all horses and property on the premises of CTHS and on the premises of SPPC shall be deemed to be within the sole and singular care, custody and control of me and my agents, servants or employees and further that neither CTHS or SPPC shall be responsible for the safety and well-being of the horses and property while on either of their premises.
- 12. INDEMNITY: I and my respective agents, servants and employees agree that, in consideration of CTHS and SPPC allowing the presence on their premises of the property and horses belonging to me, my respective agents, servants and employees, I shall save and indemnify both CTHS and SPPC and each of their servants, agents and employees from any and all loss, damage or costs sustained by CTHS and SPPC arising from or in any way associated with the presence on CTHS and SPPC premises of horses or property belonging to me and my respective agents, servants and employees. Without limiting the generality of the foregoing, I hereby release you from all and any recourses whatsoever which I may have against you resulting from my horses being sold at auction and/or stabled on SPPC's premises and any and all recourses whatsoever resulting from my horses being transported to, in, or from the premises owned by SPPC.
- 13. **INTERPRETATION:** I agree that this contract shall be entered into in the Province of Saskatchewan and shall be construed under the laws of the Province of Saskatchewan. This contract shall be construed with any changes of number or gender required by the context.
- 14. **MEDIATION/ARBITRATION:** In the event of any dispute between myself and the CTHS arising under this contract, the parties agree to use the following procedure for resolution: (a) a meeting shall be held promptly between the parties, attended by the principals or representatives with decision making authority, to attempt in good faith to negotiate a resolution of the dispute, (b) if within twenty-four (24) hours after such meeting, the parties have not succeeded in negotiating a resolution, the parties agree to submit the dispute to arbitration pursuant to the provisions of the Arbitration Act of Saskatchewan.
- 15. PRIVACY ACT: I agree that by entering into this contract that the CTHS collects personal information about me. CTHS uses such personal information collected in order to i) establish and maintain myself as a consignor ii) perform marketing and advertising services; and iii) meet legal obligations.

16.	CONDITIONS OF SALE: If the agent is executing this Consignment Contract as agent for the
owner	of the horse(s) to be entered in the sale, both the agent and the owner shall be jointly and
severa	ally liable to CTHS for all obligations contained in this contract. The owner and agent expressly
agree	to be bound by all terms set forth in the Conditions of Sale

Dated this		day of		, 2024.
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OWNER or AUTHORIZED AGENT Signature

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INSTRUCTIONS

- To ensure that the catalogue page is correct, submit accurate and complete information.
- Type or clearly print on the form.
- List horses alphabetically by Dam.
- Submit all paperwork digitally, where applicable (print consignment contract, complete forms, scan or take good quality pictures and submit to CTHS)
- List the colour, sex, foaling date, sire, and dam as it appears or will appear on the registration certificate issued by The Jockey Club. Please ensure correct spelling.
- List stakes for which the horse has already been nominated.

Note: All **Canadian-Bred** thoroughbred yearlings that pass through the sale ring in the **2024 CTHS Saskatchewan Western Mixed Sale** are eligible to complete as 2-year-olds in the **2025 CTHS SALES STAKES** which has a purse of \$40,000 at Assiniboia Downs, MB. A Sales Stakes nomination of \$200 is due by 4 pm, October 27, 2024 before the CTHS Sales Office closes at the Sales grounds.

OWNER AGENT								
PLEASE LIST YO	OUR HORSE(S) II	N ALPHABETIC	CAL O	RDER BY DA	M			
NAME OF HORSE BEIN	NG SOLD				COLOUR		SEX	
SIRE					ENGAGEME	ENTS (please	list - Consigno	or's Responsibility)
DAM								
PROVINCE/STATE FOA	LED	DATE FOALED MN	M/DD/YY	YY				
BEING SOLD AS:	Thoroughbred □				Other Breed			
Yearling	Open Mare/Broodm	are Prospect 🗆		Horse of Racing	g Age		Stallion	
Weanling □	In-foal Mare]	Off The Track T	horoughbred		Other	
NAME OF HORSE BEIN	NG SOLD							
Unnamed □					COLOUR		SEX	
SIRE					ENGAGEMENTS (please list - Consignor's Responsibility)			
DAM								
PROVINCE/STATE FOALED DATE FOALED MM/DD/YYYY								
BEING SOLD AS: Thoroughbred □				Other Breed				
Yearling □	Open Mare/Broodm	are Prospect 🗆]	Horse of Racing	g Age		Stallion	
Weanling □	In-foal Mare		J	Off The Track T	horoughbred		Other	
NAME OF HORSE BEIN	NG SOLD							
Unnamed	10 0025				COLOUR		SEX	
SIRE				ENGAGEMENTS (please list - Consignor's Responsibility)				
DAM								
PROVINCE/STATE FOALED DATE FOALED MM/DD/YYYY								
BEING SOLD AS:	BEING SOLD AS: Thoroughbred □				Other Breed			
Yearling	Open Mare/Broodm	are Prospect]	Horse of Racing	g Age		Stallion	
Weanling	In-foal Mare]	Off The Track T	horoughbred		Other	