

2005 CWHBA Stallion Service Auction Bidder's Agreement

The National Stallion Service Silent Auction and bidders shall be governed by the following Terms and Conditions:

1. Bidder can submit a bid no less than ½ the advertised Canadian dollar stallion service. All bids will be in Canadian Dollars. All bidders MUST have a bidders number obtained by pre-registration.
2. The highest bid submitted for a stallion service will be the accepted bid. The Successful bidder on a first round bid will be notified by March 1st, 2005. Payment must be received in full by March 20th, 2005. If payment is not received by that date, the next highest bidder at the request of the winning bidder may be offered the service at their highest bid. If the second highest bidder does not wish to purchase the service the successful bidder is still responsible for the bid payment. Failure to pay will result in the bidder being unable to participate in the CWHBA Stallion Service Auction for 2 years as well as the Foal Futurity for two years in addition to any remedies afforded by law to the CWHBA.
 1. Payment may be paid by two cheques of equal payment (50% each of total bid amount) dated on auction day. The first cheque will be deposited upon being received, the 2nd cheque will be deposited on May 2nd, 2005. Upon receipt of payment the bidders information will be forwarded to the Stallion owner. Visa and Mastercard may be used for payment in whole.
3. The bid covers the stallion service fee only. Any charges for mare booking, mare care, board, collection fees, transported semen, veterinary charges etc will be in addition to the bid and payable directly to the stallion owner or authorized agent. The bidder understands there is information available to clarify any additional costs of breeding using stallion services donated to the 2005 CWHBA Stallion Service Auction.
4. The stallion service fees being offered are for the 2005 breeding season. Covering a mare for three cycles or providing two breeding doses of frozen semen will constitute Successful fulfillment of the Terms and Conditions of this contract by the stallion owner. The stallion owner's contract takes precedence. In any event, an amount equal to the booking fee (minimum \$250.00) will be retained by the CWHBA and no refund of stallion service fees will occur prior to April 1st 2006 and must be applied for no later than September 1st 2006.
 - 4.a **No Live Foal Guarantee offered by Stallion Owner:** Should the stallion die or become unfit for service in the year of the purchased breeding, any money paid to the CWHBA for the auctioned stallion service less the listed booking fee (minimum \$250) will be refunded and shall constitute payment in full for any damage that may be incurred by the successful bidder and/or his agent. This does not apply to Frozen Semen.
 - 4.b **Live Foal Guarantee offered by Stallion Owner:** Where there is a live foal guarantee associated with the Purchased Service and should the mating fail to produce a live foal which stands and nurses, a Veterinary Certificate stating the cause of abortion or death must be submitted to both the stallion owner and the CWHBA within 30 days of the loss. The stallion owner offering a live foal guarantee agrees to cover the mare for up to two cycles in the second year only. The stallion owner may charge a new booking fee. NO money will be refunded except where the stallion has died or become unfit for the same service prior to commencement of the second season.
5. The Successful bidder agrees that his mare will have to meet the stallion owner's approval and that his mare will conform to all health requirements of the stallion owner. This includes the signing of the stallion owner/agent's breeding contract by the mare owner.
6. The successful bidder will have the resultant foal eligible for the provincial 2006 foal futurity.

Registration of a foal resulting from this breeding is subject to all established rules and regulations of the Canadian Warmblood Horse Breeders Association and the Canadian Animal Pedigree Act.

****Any foal may only show in one (1) futurity**

*****Successful bidders whose mares do not conceive in the year of the auction who are granted re breeding via the stallions contract will be eligible for the foal futurity in the year that the foal is born. Even if the stallion was not nominated the previous year. Verification of this eligibility can be received via letter from the Stallion Auction Committee.**

7. The CWHBA agrees to place 70% of the final amount of money after expenses into the foal futurity fund. 10% will be placed in the performance futurity fund, and 10% held to cover cost of refunds. 10% will be held by the national office as an administration fee. All monies in the foal futurity fund will be paid out to the provincial chapters, prorated according to the province of the stallion owner and the province of the purchasing mare owner. There will be a foal futurity yearly in each participating province.
8. The bidder specifically acknowledges and understands that the Canadian Warmblood Horse Breeders Association makes no warranties either expressed, implied or by any other means of interpretation in connection with this agreement.
9. The bidder agrees and acknowledges by signing this form, that he/she fully realizes and accepts that there is a possible danger of injury, sickness or death involved in the breeding of horses and the attendant care of the mare. The bidder voluntarily assumes all risk of accident, injury, sickness or death to said mare and specifically releases the Canadian Warmblood Horse Breeders Association, it's directors, officers, employees and agents from all liability for any and all injury to, disability suffered by, or sickness or death of the mare or foal from any cause whatsoever and specifically waives any and all claims resulting from such injury, disability, sickness or death.
10. Bidding will begin, February 20th 2005 at 1pm CST and close at 5pm CST. The clock at the national Auction manager's site will record the official bid and close time. In case of a tie bid, the earliest bid submitted will take precedence. If two or more bidders are actively bidding on the same service at the close of bidding, bidding will continue until all but the last bidder drops out. Late bids may be accepted at the discretion of the National Stallion Service Auction Manager if there are no bids on a particular stallion service. Second round bids will close at 5pm CST on February 27th 2005.

The National Stallion Service Auction Manager's decision is final.

Request for a bidder's number. I HAVE READ THIS FORM AND BY SIGNING BELOW, I HEREBY CERTIFY THAT I UNDERSTAND AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THE CWHBA 2005 NATIONAL STALLION SERVICE AUCTION AND 2006 FOAL FUTURITY. **Minimum bid increments of \$50.00 will be accepted.**

PRINT NAME: _____

SIGNATURE: _____

ADDRESS: _____

TOWN/CITY: _____ **PROV.** _____

POSTAL CODE: _____ **PHONE:** (_____) _____

FAX: (_____) _____ **EMAIL:** _____

I wish to make an dearly bid on the following stallion: _____ **Bid Amount \$** _____

Please fax completed form to (306)652-8226