



2008 CWHBA Stallion Service Auction Bidder's Agreement

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

1. All bidders **MUST** have a bidder number obtained by pre-registration i.e.: completion of this form.
2. Bidders can submit a bid no less than half (1/2) the advertised Canadian dollar amount of the stallion service. All bids will be in Canadian Dollars.
3. The highest bid submitted for a stallion service will be the accepted bid. The successful bidder on a first or second round bid will be notified by March 1st, 2008. Payment must be received in full by March 20th, 2008. 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 **will be** held 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 (two) years, as well as the Foal Futurity for two (2) years, in addition to any remedies afforded by law to the CWHBA to collect the debt.
 - a. Payment may be paid in full by Visa, MasterCard or cheque.
 - b. Payment may also be made in two equal payments (50% each of total bid amount), with two cheque **dated on February 17th, auction day**. The first cheque will be deposited the first business day after the auction. The 2nd cheque will be deposited on May 5th, 2008.
4. The Auction Committee will contact the stallion owner with details of the successful bidder only after payment has been received and cleared the association's bank account. Mare Owners wishing to breed early are advised to use a Credit Card for payment of their account to the Association.
5. The bid covers the stallion service fee only. Any charges for mare care, board, collection fees, non-refundable non donated booking fee, transported semen costs, veterinary charges, etc. will be in addition to the bid and payable directly to the stallion owner or authorized agent. The bidder understands that the individual stallion service contract specifying the additional costs has been read in full and agreed to by themselves the mare owner.
6. The stallion service fees being offered are for the 2008 Breeding season. Covering a mare for three cycles or providing up to 3 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.**
7. In the event that a Live Foal does not result from this Auction breeding service:
 - a. **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 the 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.
 - b. **Live Foal Guarantee offered by Stallion Owner:** Should the stallion die or become unfit for service prior to commencement of the second season/year of the purchased breeding, an amount equal to the booking fee (minimum \$250.00) will be retained by the CWHBA and the balance applied as a credit for the following Stallion Service Auction. No refund of stallion service fees will occur prior to April 1st, 2009 and must be applied for no later than September 1st, 2009. Refunds will be a credit for the 2010 Stallion Service Auction.
 - c. **Where No Live Foal Guarantee was offered by Stallion Owner:** should the mating fail to produce a live foal which stands and nurses, a Veterinary Certificate stating the cause of the abortion or death **must** be submitted to both the stallion owner and the CWHBA within 30 days of the loss. 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, 2009 and must be applied for no later than September 1st, 2009. Refunds will be a credit for the 2010 Stallion Service Auction.
 - d. **Death or other unavailability of Stallion:** Should the stallion die or become unfit for service in the year of the purchased breeding prior to commencement of the initial season, any money paid to the CWHBA for the auction stallion service, shall be refunded and shall constitute payment in full for any damages that may be incurred by the successful bidder and/or their agent. This does not apply to frozen semen.
 - e. **Death or other unavailability of Mare:** Should the mare die or become unfit for service in the year of the purchased breeding prior to commencement of the initial season, the mare owner may substitute another mare with the stallion owner's approval. Should the breeder not own nor wish to breed a different mare, then any money paid to the CWHBA for the auction stallion service, shall be refunded and shall constitute payment in full for any damages that may be incurred by the successful bidder and/or their agent. This does not apply to frozen semen.
 - f. NO money will be refunded EXCEPT where the stallion or mare has died or become unfit for the same service prior to commencement of the initial season as in 6.d. and 6.e. above. Refunds will be a credit for the 2010 Stallion Service Auction.



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- 8. The Successful bidder agrees that their mare will have to meet the stallion owner's approval...
9. The successful bidder will have the resultant foal eligible for a provincial 2009 Foal Futurity...
10. Any foal may only show in one (1) futurity.
11. Successful bidders whose mares do not conceive in the year of the auction...
12. The CWHBA agrees to place 65% of the final amount of money, after expenses, into the Foal Futurity Fund...
13. The bidder specifically acknowledges and understands that the Canadian Warmblood Horse Breeders Association makes no warranties...
14. 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...
15. Bidding will begin, February 17th, 2008 at 1 pm Central Standard Time (CST) and close at 6:00 p.m. CST...
16. Minimum bid increments of \$50.00 will be accepted.
17. The National Stallion Service Auction Manager's decision is final.

Request for a bidder's number.

I have read both pages 1 and 2 of this form, and by signing below I hereby certify that I understand and agree to abide by the terms and conditions of the 2008 CWHBA National Stallion Service Auction and 2009 Foal Futurity. My faxed signature on this form will be considered to be my original signature.

Print Name: _____

Signature: _____

Address: _____

Town/City: _____ Prov: _____ Postal Code: _____

Phone #/s: (_____) Fax: (_____)

E-mail: _____

I wish to make an early bid on the following stallion/s: _____ Bid Amount: \$ _____

Please fax completed form to 306-966-4171 • Inquiries to: 306-373-6620 days; 306-329-4654 evenings

Yes, please give my contact information to owners whose stallion I bid on.