

2009 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 14th, 2009. Payment must be received in full by March 31st, 2009. 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 cheques **dated on March 1st, auction day**. The first cheque will be deposited the first business day after the auction. The 2nd cheque will be deposited on May 5th, 2009.
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 them the mare owner.
6. The stallion service fees being offered are for the 2009 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, 2010 and must be applied for no later than September 1st, 2010. Refunds will be a credit for the 2011 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, 2010 and must be applied for no later than September 1st, 2010. Refunds will be a credit for the 2011 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 2011 Stallion Service Auction.



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8. The Successful bidder agrees that their mare will have to meet the stallion owner's approval and that their 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.
9. The successful bidder will have the resultant foal eligible for a provincial 2010 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.
10. Any foal may only show in one (1) futurity.
11. Successful bidders whose mares do not conceive in the year of the auction who are granted rebreeding 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.
12. The CWHBA agrees to place 65% 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. 15% 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 an annual Foal Futurity in each participating province.
13. 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.
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 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 CWHBA, 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.
15. Bidding will begin, March 1st, 2009 at 1 pm Central Standard Time (CST) and close at 6:00 p.m. CST. The clock at the National Auction Manager's site will record the official bid and close time. In case of a tied bid, the earliest bid submitted will take precedence. If two or more bidders are actively bidding on the same service at the close of bids, the bidding will continue until all but the last bidder drops out.
 - a. Second round bidding will begin immediately following completion of each group's first round bidding hour for stallions not sold in their allotted hour, and will continue until 6:00 p.m. on March 1st, 2009.
 - b. Final round bids will close 5:00 p.m. CST on March 8th, 2009.
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 2009 CWHBA National Stallion Service Auction and 2010 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