

IMPORTANT NOTICES

DEFINITIONS

As used in these Important Notices, the “Company” shall mean Ontario Select Yearling Sale.

Ontario Eligible – means Ontario Sires Stakes eligible, a yearling whose sire was an Ontario sire in the yearling’s conception year and meets all other Ontario Sires Stakes Program eligibility requirements for the current year.

Ontario Bred – a yearling out of a mare that has been enrolled in the Ontario Resident Mare Program and has met all the requirements for that foaling year.

Ontario Sired – a yearling whose sire was an Ontario Sire in the yearling’s conception year.

Ontario Sire – a stallion registered with the Horse Improvement Program Registry for the Northern Hemisphere breeding season.

Ontario Resident Mare – a mare, registered with the Horse Improvement Program Registry, whose foal was born while the mare was in Ontario and met all residency eligibility requirements for that year.

Please refer all questions concerning settlement procedures, warranties, purchaser obligations and responsibilities to the printed Conditions of Sale in this catalogue.

NO WARRANTY. EXCEPT AS SET FORTH HEREIN, THERE IS NO EXPRESS OR IMPLIED WARRANTY MADE BY THE AUCTIONEER, ONTARIO SELECT YEARLING SALE, CONSIGNORS OR THE SELLERS AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS SALE.

Prospective bidders are cautioned that warranties on horses purchased are only as stated in the Conditions of Sale. There is no guarantee as to fitness for racing purposes of racing soundness. Please also see the Conditions of Sale under which the Consignor is the sole guarantor of the accuracy of information contained in this catalogue. Be sure to examine horses and read the Conditions of Sale prior to bidding.

TERMS OF PAYMENT – Payment for horses must be made to the sale company cashier within thirty (30) minutes after the conclusion of the sales session of the day. Payment cannot be made directly to a consignor. Payments may be made as follows: (a) cash (Canadian or U.S. currency), (b) certified cheque or cashier’s cheque; (c) traveller’s cheques, money order, wire transfer or bank draft; (d) credit card (a service fee of three percent (3%) will be applied). Personal cheques may be accepted provided a valid Standardbred Canada, AGCO or USTA license is presented. Payment in U.S. funds will be accepted at the exchange rate set forth by the Company. This rate may fluctuate and be reset on a daily basis. Any variations to the above payment procedure must be approved by Pat Woods, Sale Manager or Jack Burke, General Manager prior to the commencement of the sale.

MORTALITY INSURANCE AND CREDIT – All purchases made on an approved credit basis must be insured for the full mortality of the Buyer. The Company must be named as an additional insured and as first dollar loss payee on all insurance policies covering all horses on a credit basis exclusive of a deductible and named perils until credit purchases have been paid in full. The policies shall provide for not less than thirty (30) days advance written notice in the event of cancellation or any amendment thereof. The Buyer hereby appoints the Company as its authorized agent in fact to endorse any draft for proceeds thereof on the Buyer’s behalf. The cashier will not release the order for delivery of the horse until evidence of this insurance is delivered to the cashier. In the event the Buyer fails to comply with this requirement or coverage lapses, the Company may secure such insurance at Buyer’s expense. Only cash, cashier’s cheque certified cheque or traveller’s cheque payments will be exempt from this requirement.

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HARMONIZED SALES TAX (HST) – Each horse offered for sale in this catalogue is subject to thirteen percent (13%) Harmonized Sales Tax, which must be paid by the buyer in addition to the purchase price. This tax will be applied to all horses purchased at the sale, there are no exemptions. However, there will be HST Rebate Application Forms available in the Sales Office by request.

AUTHORIZED AGENT – All persons acting as agents on behalf of a principal irrespective of whether the principal is in attendance at the sale, must have their principals complete the Authorization of Agent form found in this catalogue, evidencing such agency and accepting responsibility for all acts of the agent. All forms must be on file with the Company prior to the commencement of the sale. Failure to provide proper authorization will result in the agent being personally liable for all purchases made by the agent and for all costs associated within.

ANNOUNCEMENTS FROM THE AUCTION STAND – If the Consignor of any horse wishes to correct any information contained in this catalogue and so advises the Company, an announcement to that effect may be made from the auction stand immediately prior to the sale of such horse if the correction is considered relevant by the Company. Such announcements take precedence over anything printed in this catalogue.

STAKE ENGAGEMENTS – Stake engagements are furnished to the Company by the Consignors or owners of the horses listed herein for sale. It is impossible for the Company to check the accuracy of the engagements so listed. Therefore, the Company disclaims any responsibility or liability for any inaccuracies and errors of omission or commission. The responsibility or liability for any inaccuracies and errors of omission or commission rests solely with the consignor.

PEDIGREES – A REASONABLE EFFORT WILL BE MADE TO UPDATE ALL PEDIGREES AND AN UPDATE BOOKLET WILL BE AVAILABLE AT SALE TIME. Pedigree information and produce records contained herein has been compiled by the Company. This information is subject to constant change and revision and occasionally errors or omissions occur as a result of incorrect data from others, mistakes in processing, or other causes. Therefore, this information cannot be guaranteed as to complete and total accuracy. The Company, for itself and its successors and assigns, hereby disclaims any responsibility or liability for any such errors or omissions but would appreciate them being called to attention. Accuracy of specific information by Consignors (i.e: death of previous foals, racing records for exported horses, etc.) is the sole responsibility of the Consignors.

PARENTAGE VERIFICATION & MICROCHIPPING – All horses in this sale have had their parentage verified by DNA and have been microchipped.

COGGINS TEST – All horses in this sale have presented with a negative certificate for Equine Infectious Anemia (within 150 days of the sale).

REGISTRATION CERTIFICATES – Upon settlement for purchases ownership may be transferred by a representative of Standardbred Canada. The fee will be collected by the sales cashier. The transfer will be recorded at the office of Standardbred Canada after which the registration certificate will be forwarded to the new owner or electronic registration will be recognized.

REMOVAL OF HORSES & STABLE RELEASE – In order to remove a horse from the grounds you must obtain a Stable Release from the sales office. All horses must be removed from the barn area by 11:00 pm on September 25, 2022. Any horse still on the grounds at this time will be subject to fees as outlined in the Conditions of Sale.