

Name of Horse: _____

Owner Name: _____

Date: _____

Terms and Conditions for Boarding for Ontario Select Yearling Sale

- (1) Each Horse sent to the Winbak Farm must have a tattoo, freeze brand, or microchip and an identification tag on the halter. All horses must be Standardbred, registered with the USTA or Standardbred Canada and are ***to be accompanied with a negative Coggins test taken within one hundred and fifty days of arrival to be accepted on the farm.*** Winbak Farm reserves the right to test all animals arriving at Winbak Farm for any infection, as its veterinarian deems proper, at the expense of the Owner. In the event Winbak Farm notifies an Owner of its rejection of any animal after arrival at Winbak Farm, then Winbak Farm shall have the right to return such animal within 24 hours, in the event that the Owner does not arrange for pick-up of rejected animal. Owner warrants that the listed horse is not blind, chronically lame, infected, vicious, or unmanageable.
 - (2) All farm charges, including transportation, veterinary fees, blacksmith fees, board (\$30/day per yearling), etc., are to be paid by the Owner of the yearling on or before the tenth day of the succeeding month. The undersigned Owner agrees to pay Winbak Farm interest at the rate of 2% per month (24% per year) on past due accounts (over 30 days). ***All accounts and board bills must have complete settlement before horse(s) can be released from the farm. We require 24 hour notice prior to the release of all horses. Certified check may be required if 90 days past due.***
 - (3) **Owner agrees to and acknowledges that the below signature can be used by Winbak Farm as consent to the United States Trotting Association and/or Standardbred Canada to transfer Ownership of said horse to Winbak Farm, if Owner is 180 days past due on any and all past due accounts, for horses being boarded on Winbak Farm property.**
 - (4) Winbak Farm, Stallion Syndicates, its agents, employees and Owners of the mentioned horse shall not be liable for death, injury or sickness suffered by any yearling for any cause whatsoever while in custody or control on Winbak Farm property. The Owner of the horse agrees to said conditions and waives the right to file claims for damage resulting in such sickness, death or injury.
 - (5) Payment of accounts shall be made to the order of: **Winbak Farm of Canada**
14709 Hurontario Street
Inglewood, ON L7C 2E2
- The Owner of the horse agrees to pay a 2% monthly interest charge on any service fee not paid when due and payable.
- (6) In order to secure payment of agreed upon purchase price, the Owner hereby consents that Winbak Farm shall have a "Lien on Livestock" or security interest on the yearling and for any outstanding or unpaid charges due but not limited to the boarding charges, medication and/or veterinary services. Whether or not the yearling is at Winbak Farm, the Owner further consents to pay for all attorney's fees incurred by Winbak Farm plus an additional \$250.00, in the event counsel is retained to collect any outstanding balance due under this contract.
 - (7) There shall be no modification, waiver, amendment, cancellation or abandonment of any of these terms of this Contract unless the same is in writing and signed by the parties.
 - (8) A waiver of the terms or conditions provided in this Contract, on one or more occasions, shall not be deemed a continuing one and all the terms and the conditions of this Contract shall remain in full force and effect.
 - (9) This Contract shall be considered a Contract between the Owner of the yearling, and Winbak Farm of Canada, and shall be governed by the laws of the Province of Ontario without regard to the principles of conflict of law. The parties agree that the District and/or Circuit courts for the appropriate County/City where the farm is located shall be the exclusive venue for any lawsuits arising out of this Contract and consent to the jurisdiction of said court. The parties hereto waive their right to elect a jury trial in any dispute involving their rights under their rights under this Contract.
 - (10) All amounts due under this Contract, including but not limited to the interest charges, late charges, and attorneys' fees shall be payable in Canadian currency by cash, credit card, or a check approved by Winbak Farm Manager.

Horse Owner's Signature _____

Date: _____

Winbak Farm Approved By _____

Date: _____

Name of Horse: _____ Owner Name: _____ Date: _____

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Owner Information:

Name (Main Contact): _____ Additional Owner: _____

Mailing Address: _____ Mailing Address: _____

Emergency Phone: _____ Emergency Phone: _____

Email Address: _____ Email Address: _____

All billing shall be sent to (Circle one): Main Contact Split _____ % / _____ %

Horse Information

Registered Name: _____ Tattoo/Freeze brand/Microchip: _____

Sex: _____ DOB/Age: _____

Colour: _____

Horse's Physical Condition/Special Care

Except as specified in this section to Owner's knowledge, Horse is currently sound, disease free, and in good condition, and not in need of any special care

Horse's Behavior

Boarder states that the Horse exhibits the following behavioral traits:

FOR OFFICE USE ONLY:

Received: Coggins _____ Vaccination History _____

Winbak Farm of Canada
(905) 838-2145
canada@winbakfarm.com