

2010 NORTHLANDS Performance Horse Sale



April 8 - 10, 2010
farmandranchshow.com

Saturday, April 10, 2010

Edmonton EXPO Centre, Hall D

Preview 1:30 p.m., Friday April 9.

Sale 1:30 p.m., Saturday April 10

SCHEDULE - Tentative			
Date	Time	Description	Location
THURSDAY , APRIL 8	12 p.m.	Move In Complete and Consignors Meeting	Hall A
FRIDAY, APRIL 9	9 a.m. 1:30 p.m.	Vet Check Preview of Sale Horses	TBA Edmonton EXPO Centre, Hall D
SATURDAY, APRIL 10	Noon – 1 pm.	Arena Open – Availability to ride	Edmonton EXPO Centre, Hall D
	1:30 p.m.	Sale	Edmonton EXPO Centre, Hall D

Please complete in full, sign and forward the Consignment Agreement, Release and Waiver and Certificate of Registration (if applicable), along with payment to NORTHLANDS. Please include a photo of the horse for the Sale Catalogue. High resolution digital photos can be e-mail to bcampbell@northlands.com. These photos will become property of Northlands and will not be returned.

Entry fees are non-refundable and **must be received by Monday, March 1, 2010.**

CATALOGUE INFORMATION: farmandranchshow.com

Please forward completed application form with payment to:



NORTHLANDS
Agriculture Department
Box 1480
Edmonton, AB Canada
T5J 2N5

Phone	1.780.471.7300
Fax	1.780.471.8112
Toll Free	1.888.800.7275 ext 7300
E-Mail	agriculture@northlands.com

Northlands Performance Horse Sale Application

APPLICANT

Consignor

Last Name		First Name	
E-Mail Address		Phone	Fax
Mailing Address	City	Province	Postal Code
Website (if applicable) <u>www.</u>			

Rider

Last Name	First Name
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ENTRY DETAILS

Horse

Horse Name	Registration #	Sex	<input type="checkbox"/> Mare <input type="checkbox"/> Gelding
			<input type="checkbox"/> Stallion
<p style="text-align: center;">SIRE</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-between; width: 100%; margin-top: 10px;"> <div style="border: 1px solid black; width: 40%; height: 20px;"></div> <div style="border: 1px solid black; width: 40%; height: 20px;"></div> </div> </div> <div style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <div style="display: flex; justify-content: space-between; width: 100%; margin-top: 10px;"> <div style="border: 1px solid black; width: 40%; height: 20px;"></div> <div style="border: 1px solid black; width: 40%; height: 20px;"></div> </div> </div> </div>		Breed	
		Colour	
		Height (hands)	
		Birth Date	<input type="text" value="mm"/> <input type="text" value="dd"/> <input type="text" value="yy"/>

Catalogue

Consignor name to be printed in catalogue: _____

Provide statement to be printed in catalogue including photo. Word limit 75. Please print clearly. Attach separate sheet if needed. **Please note: this statement may be used as part of the selection criteria.

ENTRY FEES

ITEM	QTY	FEE	TOTAL
Performance Horse Entry (Sale) = \$200 Includes one box stall and initial bedding One (1) Parking Pass, Two (2) Exhibitor Passes	X	\$ 200 =	
Cattle charge	X	\$ 30 =	
		Subtotal	
		GST (5%)	
		TOTAL	

- Entry fees are non-refundable and **must be received by Monday March 1, 2010.**
- Sale Commission Fee:
6% payable on horse sold or \$150 pass out fee.

TERMS and CONDITIONS

1. Each horse in the sale must be left with halter on and lead rope for the buyer.
2. **Reserves will be accepted.** Reserve price must be given to the auctioneer by the consignor or their agent before the commencement of the sale.
3. **Consignors will pay a 6% Commission on horses sold or \$150 Pass Out Fee.**
4. **Catalogue order will be determined by random draw. Veterinary inspection and sale order will follow the catalogue order.**
5. All horses are sold "as is" with all existing conditions and defects except as expressly provided below or as announced otherwise by the consignor from the auction block. Any and all guarantees made by the consignor are made solely between the consignor and the buyer.
6. The accuracy of all information in the catalog is the sole responsibility of the consignor, as the certainty that all announcements regarding catalog changes or warranties are made while the horse is in the auction arena. Northlands, or any representative thereof, does not assume any responsibility or liability for errors or omission, or for any verbal or written statement regarding the animal sold.
7. Consignor does represent and warrant unto sale management and the buyer of each horse the following unless otherwise announced at time of sale: The horse is sound of eyes, wind and limb; The horse is not a "cribber"; The horse has not been nerved nor has navicular disease; The sex of the horse is described in the catalog; The horse is not a cryptorchid or ridgeling; The horse does not possess the defect commonly known as "parrot mouth"; Title of the horse is free from all adverse claims of ownership, use, or possession and consignor agrees to defend title against all claims; Northlands is not responsible for buyer or consignor misunderstanding.
8. All documents required for sale must be submitted to event staff at the vet check if not included when entry is submitted to Northlands. (Manifest, transfer agreements and original papers - if registered, and the Release, Indemnity and Assumption of Risk)
9. After a horse has been consigned, consignor agrees not to dispose of the horse by private sale. Withdrawals will be permitted in hardship case but must be presented in writing to Northlands and be accompanied by a signed Veterinary Certificate stating that the horse has either died, received injury which affects the horse's marketability, or has acquired an illness which prevents the horse from meeting proper health requirements. There will be no Refund of the entry fee and substitutions will be considered.
10. Consignor fully understands and agrees that payment from Northlands for horses sold will take place provided all paper work is complete and in order, or no other extraordinary controversy has arisen about the sale of the horse.
11. Any horse with incomplete paper work after the sale will be charged 100% commission, until complete paper work is remitted. Signed transfer must be received to Northlands by the sale day, the seller will not receive payment until paperwork is received.
12. If applicable, Certificate of Registration must accompany entry fee.
13. Original registration certificate and other pertinent form will be held by Northlands until the buyer's payment clears the drawee's bank and becomes unconditional credit.
14. Horse sold and misrepresented in regard to the "Terms and Conditions" listed above or in regard to "guarantees made by the consignor from the auction block", buyer has the right to refuse purchase and relinquish title, then consignor agrees to accept the horse back as unsold.
15. Northlands reserves the right to cancel, transfer or reschedule the Performance Horse Sale without notice and/or liability. In the event of cancellation all entry fees paid to date will be refunded. Any interest earned on the entries is the property of the Northlands.
16. Consignor fully understands that if horse is going to be transported for export and a Coggin's test is required this is the responsibility of the Consignor. Transport and any other export paperwork is the responsibility of the buyer.

RELEASE, INDEMNITY AND ASSUMPTION OF RISK

For Northlands Performance Horse Sale of Edmonton Northlands Facilities

READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

By signing this document you, your family and representative give up the right to sue.

In consideration of Edmonton Northlands allowing me to participate in "Performance Horse Sale" on Edmonton Northlands premises during the Farm and Ranch Show, and on behalf of myself, my heirs, executors, successors, administrators, assigns and whomever else may have an interest either at common law or by operation of statute (collectively "the Releasor"), I warrant that:

- 1. I hereby waive any and all claims I may have now and in the future, release from all liability and agree not to sue, Edmonton Northlands and its officers, directors, employees, representatives (collectively "the Releasee") for any and all personal injury, death, property damage or loss sustained by me as a result of my participation in "Performance Horse Sale", from any cause whatsoever. For the purposes of this Agreement, "Performance Horse Sale" shall include all activities from the time of my arrival at Edmonton Northlands premises to my final departure therefrom. _____INITIALS
- 2. I am aware that "Performance Horse Sale" are an inherently dangerous sport and includes, but is not limited to, risks due to unpredictable animal behavior; stationary objects, or people; skidding, overturning, sudden stops, braking or accelerating; arena footing inconsistencies caused by weather, or otherwise; availability of emergency medical care; or the negligent or deliberate acts of others. I accept all the inherent risks and dangers of "Performance Horse Sale" and the possibility of personal injury, death, property damage or loss resulting therefrom. I acknowledge that the enjoyment and excitement of "Performance Horse Sale" is in part derived from the inherent risks associated with this sport. _____INITIALS
- 3. I believe that I am physically, emotionally and mentally able to participate in "Performance Horse Sale" and that my equipment is mechanically fit for my use in "Performance Horse Sale". _____INITIALS
- 4. I hereby waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. _____INITIALS
- 5. I agree to indemnify, defend and save harmless the Releasee from and against any and all claims, causes of action, damages, judgments, costs, expenses or liabilities which are directly or indirectly caused by my negligence while participating in "Performance Horse Sale" at Edmonton Northlands' facilities. _____INITIALS
- 6. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasee to induce me to enter into and participate in "Performance Horse Sale". I further agree that the terms of this Agreement may only be amended by a duly executed written agreement between the Releasee and myself and that this Agreement shall not be effected or altered by any subsequent oral or written representations made by the Releasee or anyone acting on its behalf. _____INITIALS
- 7. I confirm that I am the full age of 18 years. I am aware that I am waiving certain legal rights that I may otherwise have. I understand and agree that this Agreement will be binding upon my heirs, assigns, next of kin, executors, administrators and successors. _____INITIALS
- 8. I have carefully read and understand this Agreement prior to signing it and I enter into this Agreement of my own free will and without inducement. I understand that Edmonton Northlands is relying upon my warranties, release and undertakings when allowing me to participate in "Performance Horse Sale". _____INITIALS

Signed this _____ day of _____, 2010.

Signature of Releasor/Participant

Signature of Witness

Print name and address of Releasor

Print name and address of Witness

FAX WAIVER TO 780.471.8112

Note: You will not be permitted to participate in 'Performance Horse Sale' at Edmonton Northlands without signed document.