



Morris J. Alhadeff Sales Pavilion, Auburn, WA
Tuesday, August 22, 2017

CONSIGNOR'S AGREEMENT FOR **Paddock Session**

Entries Close August 4, 2017

~ Open to Thoroughbreds of All Ages ~

PLEASE NOTE

- All horses **MUST BE** on the sale grounds by 12 noon, Monday, August 21, including those horses already stabled at Emerald Downs. Horses and equipment **must be** unloaded outside the showing area.
- **This contract must be accompanied by The Jockey Club Certificate of Registration** (or, for those horses whose papers have not yet been issued, a copy of the application to The Jockey Club) and **the appropriate fees**.
- Order of horses and/or shares offered in the "Paddock Session" portion of the WTBOA Summer Yearling and Mixed Sale to be determined.
- Copies of catalog pages (in "black-type" format) and past performances for horses of racing age consigned to the "Paddock Session" will be available for pickup at the WTBOA offices and on the WTBOA website after August 8 and will not be mailed.
- All horses must be Coggins-tested negative within six (6) months of sale date, and tests must be valid for at least two weeks after sale date.
- All owners and agents who consign horses and/or shares in the "Paddock Session" must be current WTBOA members in good standing.
- Owners using the services of an agent must complete a WTBOA Agent Authorization Form. This form will be forwarded to the agent noted on this entry form.
- If a horse is claimed after entered in the paddock session, there will be no "out" penalty, but also no refund of entry fee.
- **This contract must be completed in full and signed where indicated.**

THERE IS NO UPSET PRICE ON ANY HORSE OR SHARE
CONSIGNED TO THE PADDOCK SESSION OF THE
WTBOA SUMMER YEARLING AND MIXED SALE

SCHEDULE OF CHARGES

Entry fee for weanling, yearling, horse of racing age, stallion, stallion prospect, stallion share, broodmare, broodmare prospect or broodmare with foal at side (sold as one entity)	\$200
Commission on paddock session entries: 7% of last bid, with a minimum of.....	\$150
The Jockey Club Certificate correction.....	\$30
plus any applicable The Jockey Club fees.....	current rate
Incurred veterinary charges	varies
Initial stall bedding.....	\$32 (or current rate)
Brand Inspection	\$3.50 (or current rate)
WTBOA Sales Incentive Fee (yearlings or weanlings).....	\$50

ALL FEES MUST BE PAID IN US FUNDS

Mail to:

WTBOA Sales
3220 Ron Crockett Dr. NW
Auburn, WA 98001

Telephone: (253) 288-7896

Fax: (253) 288-7890

E-mail: sue@washingonthoroughbred.com

Website: washingonthoroughbred.com

Address All Inquiries and Correspondence to:

Name: _____
Address: _____
City: _____ State/Province: _____ Zip: _____
Phone: _____ Cell: _____
Fax: _____ E-mail: _____

Property Line:

Name of Consignor and/or Agent as it is to Appear at the Top of the Catalog Page

Property of: _____
If you are using an Agent: Consigned by: _____
Agent for: _____

Registered Owner(s) and Percent Owned:

List the actual registered owner(s) of listed horses/shares. Use a separate nomination form for horses/shares entered under different ownership and/or partnership. Horses/shares entered by partnerships must show all partners and percentage of ownership for each. All partners and owners must be members in good standing of the WTBOA.

Name: _____ % Owned: _____ Cell: _____
Address: _____ Phone: _____
City: _____ State/Province: _____ Zip: _____

Name: _____ % Owned: _____ Cell: _____
Address: _____ Phone: _____
City: _____ State/Province: _____ Zip: _____

**If more than two owners please list same fields as above on separate page and attach to this form.*

Are any of the consigned horses part of any "breed secure" or other foal sharing arrangement, or are any of them entered in any other sale or do they have any other arrangement wherein the horse's papers have a lien against them? Yes No If yes, please list all such horses here: _____

Entry Fee(s): See front page of this document. **Membership Fee(s):** \$155 per registered owner.

- SALES ENTRIES RECEIVED WITHOUT THE CORRECT FEE AND THAT REMAIN UNPAID AT TIME OF ENTRY DEADLINE MAY BE SUBJECT TO WITHDRAWAL.**
- For each yearling or weanling that is sold or RNA and a commission paid, a \$50 fee will be deducted from the consignor's proceeds in support of the WTBOA Sales Incentive Program (SIP). If a yearling or weanling passes through the ring as not sold and a commission is paid (RNA), the consignor will have the option to pay the additional \$50 fee to make each horse eligible for the program. Consignor also has the option, for any yearling or weanling which the buyer declines to pay the additional \$50 to make the horse fully eligible for SIP, to pay the buyer's additional \$50 and make the horse fully eligible to SIP.
- All horses entered for this sale must either have been issued a registration certificate from The Jockey Club or have DNA testing posted and a valid service certificate and application for registration on file at The Jockey Club, along with all paid application fees, or the horse's entry to this sale may be denied without a refund of any fees.
- If you are consigning a stallion share, a copy of your syndicate agreement must accompany this contract.
- Any horse NOT in residence in the State of Washington by July 23, 2017, (30 or more days prior to the sale) WILL require a brand inspection from state of origin, if applicable.
- All ungelded male horses six months or older entering the State of Washington within 30 days of the sale must have an EVA test, a copy of which must be in the WTBOA sales office two weeks prior to the sale date in order for the horse(s) to be allowed on the sales grounds. Test results will be listed in the sales office.

I wish to consign the horses and/or stallion shares listed in this document to the Paddock Session of the WTBOA Summer Yearling and Mixed Sale and have read and understand the terms and Conditions of Sale and the Consignment Agreement incorporated herein and accept the responsibility for compliance with all requirements for the sale.

I have enclosed the appropriate entry fees, in US funds, for each horse/share entered and I understand that this fee is non-refundable.

Signed _____ Date _____

Payment:

Check Credit Amount _____
Cardholder's Name _____ Card Number _____
Billing Address _____ Expiration Date _____
City _____ State _____ Zip _____ Security Code (3 digit) _____

WEANLINGS, YEARLINGS & HORSES OF RACING AGE

Ped #	Con #	Color	Sex	Foaling Date	Sire	Dam & YOB
Office use only						
Name					State or Country Where Foaled:	
<input type="checkbox"/> Northwest Race Series (Provisionally Nominated) <input type="checkbox"/> Northwest Race Series (Fully Nominated)			<input type="checkbox"/> Breeders' Cup Eligible <input type="checkbox"/> Registered/Accredited State-bred			
Other Stakes Engagements (i.e., Washington Cup Day [all WA-breds or WA-sired eligible], NWRS Nominated Sire Awards [all offspring of nominated stallions eligible], etc.): _____						
If colt, state where yearling is currently domiciled: _____						

Ped #	Con #	Color	Sex	Foaling Date	Sire	Dam & YOB
Office use only						
Name					State or Country Where Foaled:	
<input type="checkbox"/> Northwest Race Series (Provisionally Nominated) <input type="checkbox"/> Northwest Race Series (Fully Nominated)			<input type="checkbox"/> Breeders' Cup Eligible <input type="checkbox"/> Registered/Accredited State-bred			
Other Stakes Engagements (i.e., Washington Cup Day [all WA-breds or WA-sired eligible], NWRS Nominated Sire Awards [all offspring of nominated stallions eligible], etc.): _____						
If colt, state where yearling is currently domiciled: _____						

BROODMARES, BROODMARE PROSPECTS, BROODMARES WITH FOALS AT SIDE, STALLIONS, STALLION PROSPECTS and STALLION SHARES

Ped #	Con #	Registered Name	YOB	Color	Sex	Sire	Dam
Office use only							
2017 Produce/Sex or Status:				2016 Produce/Sex or Status:			
Name of Stallion Bred to in 2017:				Last Service Date:		Status (in foal, barren, etc.):	

Ped #	Con #	Registered Name	YOB	Color	Sex	Sire	Dam
Office use only							
2017 Produce/Sex or Status:				2016 Produce/Sex or Status:			
Name of Stallion Bred to in 2017:				Last Service Date:		Status (in foal, barren, etc.):	

CONSIGNOR'S AGREEMENT

This Consignor's Agreement entered into by the signed consignor and the Washington Thoroughbred Breeders and Owners Association, hereinafter called the WTBOA, sets forth the terms and conditions under which the signed consignor's horse(s)/stallion share(s) are consigned to the WTBOA 2017 Summer Yearling and Mixed Sale to be held at the Morris J. Alhadeff Sales Pavilion, Emerald Downs, Auburn, Washington, on August 22, 2017.

This Consignor's Agreement is in the nature of a contract and it is important that each consignor read it thoroughly before signing it. The Conditions of Sale stated herein, in the catalog and on the website washingtonthoroughbred.com are incorporated herein by reference and are part of this Consignor's Agreement. Execution of this agreement by signature on this form is acknowledgment that the consignor has read the Consignor's Agreement and the Conditions of Sale thoroughly, understands the terms and conditions, and agrees to be bound fully thereby.

1. Consignor hereby warrants title to each horse/share herein entered and agrees to defend said title against all adverse claims. Consignor appoints the WTBOA as his/her agent in the named sale at public auction of the named horse(s)/share(s) with full authority to transfer title hereto and to receive the proceeds of such sale for his/her account. Consignor covenants and agrees to indemnify and hold harmless the WTBOA from (i) any and all costs, liabilities and sundry expenses (including attorney fees) incurred because of or arising out of any questions of title to any or all named horse(s) or shares; (ii) any dispute or misrepresentation concerning identity, breeding, engagements of any or all of the named horse(s) or share(s), or resulting from (iii) any liens, attachments or claims against the net proceeds from the sale thereof. Consignor agrees also that he/she is the sole and absolute guarantor of the correct identity and breeding of any and all horses consigned by him/her to this sale. All title to, interest in, and possession of the named horse(s) or share(s) shall remain with the consignor until title passes to the purchaser at time of sale.

2. Consignor agrees to hold the WTBOA harmless from any damage resulting to him/her in the event that any circumstance occurs which results in a change of location, time or date, cancellation or similar modification of the named sale.

3. Consignor agrees the WTBOA shall deduct and retain a sales commission on each horse entering the sales ring or share offered and sold for his/her account. Sales commission shall be six percent of the last bid or \$300, whichever is greater, for each yearling in the summer yearling session. Sales commission shall be seven percent of the last bid or \$150, whichever is greater, for each mixed or paddock session entry (weanling,

yearling, horse of racing age, broodmare, broodmare prospect, broodmare with foal at side, stallion, stallion prospect or stallion share). In the event the consignor buys back his/her summer session yearling or if a reserve is not attained (RNA), said consignor will be assessed a sales commission of six percent of the last bid or \$300, whichever is greater, for each summer yearling sale entry. In the event the consignor buys back his/her mixed or paddock session horse or stallion share or if a reserve is not attained, a commission of seven percent of the last bid or \$150, whichever is greater, will be assessed for each mixed or paddock session entry. In the event of any deficit in the consignor's account, the consignor shall immediately pay the WTBOA any balance due it.

4. Consignor agrees to deliver to the WTBOA Sales office, at least 14 days prior to the date of named sale, The Jockey Club certificate of registration of each summer and/or mixed session horse consigned to the sale. Registration certificates for paddock session horses must be in the WTBOA Sales office no later than 12 noon on Monday, August 21. The consignor further represents and warrants that payment of all fees required and submission of all information requested by The Jockey Club to complete such certificate of registration has been completed. For any horse whose The Jockey Club Certificate of Registration has not been issued, a copy of the application to The Jockey Club must be provided. The WTBOA will assess a \$50 per horse, per document, penalty for any late documentation required to be on file 14 days prior to the sale. Any additional costs or fees associated with obtaining the paperwork will also be charged through to the consignor.

In the event additional information or payment is required by The Jockey Club to complete such certificate of registration, consignor agrees that the WTBOA may withhold any monies due him/her until such requirements are met by consignor. Consignor further agrees that in the event any horse(s) entered by him/her is unsold at the conclusion of the named sale, the WTBOA shall have the right to hold The Jockey Club certificate of registration of such horse(s) pending settlement of all charges payable by him/her to the WTBOA. **If the consignor shall fail to deliver any The Jockey Club certificate of registration to the WTBOA or satisfactorily account for its location within 72 hours of the commencement of the sale, the WTBOA may, at its sole and absolute discretion, withdraw any such horse(s) from the sale without any liability to the consignor as a result of said decision.** Consignor holds the WTBOA harmless from any liability whatsoever resulting in said decision to withdraw such horse(s).

5. A negative Coggins test result for each horse entered in the sale by the consignor must be received by

the WTBOA at least 14 days prior to the time of sale, with the exception of paddock session horses whose Coggins test results must be in the sales office before the horse is allowed on the sales grounds and no later than Monday, August 21. All Coggins results must be valid for at least two weeks after sale date. For mares selling with foals at side: If a negative Coggins test was obtained before the foal was born, the Coggins test is good for both mare and foal for six months from the date of testing. If Coggins test is pulled after foal was born, a negative Coggins test is required for both foal and mare. If the consignor shall fail to deliver the original negative Coggins test result to the WTBOA within 72 hours of the commencement of the sale, the WTBOA may, in its sole and absolute discretion, withdraw any such horse(s) from the sale without any liability to the consignor as a result of said decision. **Any horse entering the WTBOA sales grounds must have a negative Coggins certificate on file with the WTBOA prior to arrival.** Consignor agrees to hold harmless the WTBOA from any liability whatsoever resulting from said decision to withdraw such horse(s).

6. All ungelded male horses six months or older entering the State of Washington within 30 days of the sale must have an EVA test, a copy of which must be in the WTBOA sales office two weeks prior to the sale date in order for the horse(s) to be allowed on the sales grounds. Test results will be available in the sales office.

7. All horses which will be transported to Washington State 30 days or less in advance of the sale date must be accompanied by a livestock (brand) inspection certificate issued by the state of origin, if applicable.

8. The WTBOA will assess a \$50 per horse, per document, penalty for any late documentation required to be on file 14 days prior to the sale. Any additional costs or fees associated with getting the paperwork will also be charged through to the consignor. **All fines for late paperwork will be strictly enforced.**

9. All horses consigned to this sale will be identified by persons authorized by the WTBOA to match markings against those shown on the official certificate of registration. If corrections are needed, the WTBOA shall secure the corrected certificate of registration for a fee of \$30 per horse, plus any other fees as required by The Jockey Club. Said fees will be deducted from consignor's account. In all cases, however, funds received from the sale of any horse whose papers need correction will be held in escrow by the WTBOA and will not be distributed to the consignor until such time as a corrected certificate of registration is received by the WTBOA from The Jockey Club.

Registration certificates of horses that pass through the sales ring as not sold which need corrections will not be sent to The Jockey Club for correction by the WTBOA unless requested by the consignor.

If, in the opinion of the identifier, there is a major difference between markings of the horse and those described on the certificate of registration, said horse may be withdrawn from the sale at the sole and absolute discretion of the WTBOA without any liability to consignor as a result of said decision. Consignor agrees to hold harmless the WTBOA from any liability whatsoever as a result of said decision to withdraw any horse(s).

10. Consignor agrees to pay to the WTBOA a non-refundable entry fee of \$325, in addition to previously paid nomination fee, for each yearling entered in the summer yearling session and/or a non-refundable entry fee of \$275 for each horse of racing age, stallion, stallion prospect, broodmare, broodmare prospect, broodmare with foal at side (sold as an entity), Washington-bred yearling or Washington-bred weanling or \$300 for each non-Washington-bred yearling or non-Washington-bred weanling or \$175 for each stallion share entered in the mixed sale session of the WTBOA Summer Yearling and Mixed Sale. If a yearling was nominated, but not chosen, for the summer yearling session of the WTBOA Summer Yearling and Mixed Sale, its nomination fee (either \$125/\$150 for early bird nomination or \$150/\$175 for regular nomination) may be deducted from the entry fee for the mixed session of the sale. For every five broodmare/broodmare prospects entered, the sixth broodmare/broodmare prospect's \$275 entry fee will be waived. Paddock session entry fee is \$200 per horse or \$150 per stallion share.

11. Consignor agrees that the WTBOA shall have the power to (i) reject any entry at any time; (ii) to determine order of sale of all entries; (iii) to make any special announcements at time of sale concerning any horse or share entered that, in the opinion of the WTBOA, is deemed appropriate; and (iv) that the WTBOA shall have the power to assign or change facilities where horses are to be sold.

12. Withdrawal of any horse from this sale by the consignor will be allowed only with a veterinarian's certificate presented prior to the sale stating that illness or injury prevents the horse from being in marketable condition at time of sale. In such event, the entry fee will be retained by the WTBOA. If the horse is not presented for sale and has not been excused under the preceding condition, the consignor will be assessed and agrees to pay an unauthorized withdrawal penalty of \$500 for each horse or \$200 for each stallion share cataloged. For any withdrawn horses sold privately, either 30 days prior or up to 60 days after the sale from which they were withdrawn unexcused by veterinary certificate, the consignor agrees to pay the WTBOA six percent of the private sale purchase or \$300, whichever is greater, for each yearling entered in the summer yearling session, or seven percent of the private purchase price or \$150, whichever is greater, for each mixed or paddock session entry (weanling, yearling, horse of racing age, broodmare, broodmare prospect, broodmare with foal at side, stallion, stallion prospect or stallion share), less any withdrawal fee already paid. Consignor agrees to inform the WTBOA in writing of any such sale, and amount thereof, promptly upon its occurrence.

13. Any male horse sold in this sale on or after July 1 of his yearling year which (i) is described at the time of sale as a colt and does not have both testicles palpable in the entirety below the external inguinal ring; or (ii) is described at the time of sale as a gelding and is at such time a colt or cryptorchid (ridgeling), or (iii) is described at the time of sale as a cryptorchid (ridgeling) and is at such time a gelding, shall be subject to return to the consignor as provided in Condition of Sale 7. Limitation of Warranties and Condition of Sale 14. Right of Return.

Consignor shall advise the WTBOA at least 24 hours prior to the date of the sale whether or not any horse (i) possesses any deviation from the norm in the eyes; (ii) is a "cribber"; (iii) is a "wobbler" (defined as a horse which suffers from a neurological disease caused by a compression of the spinal cord and resulting in lack of balance and coordination); (iv) (for colts) does not have both testicles palpable in the entirety below the external inguinal ring; or (v) as set forth in Condition of Sale, 9. Upper Respiratory Laryngoscopic Evaluations (exclusive of the trachea). In addition, any horse sold as a horse of racing age which is nervous, is a "bleeder" or is currently on the starter's, steward's or veterinarian's list in the state of Washington, must be so announced.

Consignor agrees that should any of the above mentioned conditions not be reported to the WTBOA by the consignor or not be announced by the WTBOA at the time of sale and then become known to the purchaser and be reported in writing to the WTBOA within 48 hours of the end of the session at which the animal in question was sold, except in the case of cribbers, the time limitation is extended to seven (7) days from the date of the sale, the WTBOA may, at its sole and absolute discretion return the horse to the consignor as unsold. These provisions shall not be construed, and are not intended, as giving warranty, either express or implied, to the purchaser against such conditions and is not intended for the protection of the purchaser. The WTBOA, in its sole and absolute discretion, shall decide whether or not any purchaser has made a valid claim for rescission of the sale hereunder and whether or not the horse shall be returned to the consignor as unsold. The consignor shall be bound by the WTBOA's determination and the WTBOA shall have no liability to the consignor for any damages of any kind whatsoever that arise as a result of its decision to rescind said sale.

14. Consignor agrees that in the event the successful bidder on any horse(s) or share(s) entered by him/her in the named sale fails to present himself/herself or make arrangements for settlement as provided for in Condition of Sale 5. Terms of Settlement, or should such bidder on presenting himself/herself be determined to be financially irresponsible by the WTBOA, such horse(s) or share(s) may, at the sole and absolute discretion of the WTBOA, be immediately put up for resale for the consignor's account. The WTBOA shall not be liable to the consignor for any deficit should the final bid on resale be less than that on the initial sale. Consignor further agrees that should the WTBOA, in its sole and absolute discretion, decide that conditions make immediate resale as herein provided impossible, the horse(s) or share(s) may be returned to the consignor as unsold and in such event the WTBOA shall have no liability to the consignor for any damages of any kind whatsoever that arise as a result of its decision not to resell the horse(s) or share(s). The WTBOA may further waive any sales commission in such event.

15. Consignor agrees that the WTBOA, in its sole and absolute discretion, shall have the right to extend credit to the above named sale and to approve credit for the purchase of any horse(s) or share(s) sold on the consignor's behalf. All purchasers to whom credit is extended shall pay for their purchases in full within 15 days from the date of the above named sale. In the event of their failure to do so, the WTBOA may, in its sole and absolute discretion, declare the purchaser in default by placing in the United States mail by certified or registered mail, a letter addressed to the purchaser at his/her address as stated to the WTBOA at the time of sale, notifying him/her that said sale shall be declared in default in the event full tender of the purchase price is not made to the WTBOA within 15 days of the receipt of said letter by the purchaser.

Any horse(s) or share(s) not paid for in full within 15 days after the date of the sale shall be subject to a

finance charge of 1.5 percent per month (18 percent per annum) from the date of sale on all amounts owing at 15 days until such horse(s) or share(s) have been paid for in full. This interest shall be paid to the consignor. The registration certificate will not be released to the purchaser by the WTBOA until all sums, including the interest, have been paid in full.

16. Important: The WTBOA shall have no responsibility or obligation of any kind, to collect or compel payment of the purchase price (plus any applicable interest) from any purchaser to whom it has extended credit or from any other purchaser who refuses to make payment of the purchase price herein for whatever reason. Further, the WTBOA shall have no liability to the consignor for any damages of any kind (including but not limited to payment of the purchase price, the return of any horse[s], or damages resulting from injury to the horse[s] after the sale affecting its value, racing soundness, or breeding soundness) which are sustained by the consignor as (i) a result of any purchaser to whom credit has been extended by the WTBOA defaulting in the payment of the purchase price of any horse or share sold at the above named sale, or (ii) as a result of any purchaser defaulting in the payment of the purchase price of any horse sold at the above named sale for any reason.

17. The consignor shall assume all risk or liability for loss and/or injury sustained by any of the consignor's horse(s) at any time or any location prior to the sale of said horse(s). The consignor shall further indemnify and hold harmless the WTBOA and its representatives, agents and/or employees against any loss, liability or injury by reason of any accident, damage and/or injury to person(s) and/or property occurring as a result of the consignor's ownership, maintenance, care, handling or any other sale-related activity of any horse.

18. Consignor agrees to abide by all customs and practices conducted by the WTBOA and be bound by all statements appearing in the consignment agreement.

19. If consignor desires to set a reserve price on any horse or share listed herein, consignor must make such request in writing and submit it to WTBOA reserve desk not later than 12 noon the morning of the sale. **Oral reserves, "live money" reserves and "soft money" reserves shall not be accepted.** Consignor agrees that WTBOA is absolved from any liability if these procedures are not strictly followed. In the event WTBOA receives conflicting instructions from consignors and/or owners, WTBOA will not recognize a reserve price.

If consignor desires to have any announcements made while the horse or share is in the sales ring, consignor must make such request in writing and submit it to the WTBOA sales office not later than 4 p.m. the day preceding the sale. Consignor shall solely be responsible for having such announcements made and for their accuracy and consignor hereby releases and holds the WTBOA harmless from any errors and omissions, including WTBOA's own negligence in making or failing to make any such announcement.

20. Consignor agrees to have the horse(s) entered herein available for inspection at the sale area no later than 9 a.m. Sunday, August 20, 2017. Paddock session horses must be on the sales grounds by 12 noon, Monday, August 21.

21. The WTBOA (defined in this paragraph as the general manager or sales committee chairman, in consultation with the WTBOA president), reserves the right, power and authority, in its sole and absolute discretion to do, at any time, any or all of the following, without liability to the consignor, or altering any of consignor's obligations to the WTBOA set forth in this contract (i) to refuse, reject or revoke the entry of any horse or share; (ii) to withdraw any horse or share from the sale; or (iii) to refuse to sell any horse or share consigned.

All fees, including minimum commission, bedding, brand inspection, etc., are still due to be paid to the WTBOA if the reason for withdrawal is the fault of the consignor. If a potential purchaser of the withdrawn horse paid for veterinarian work, which was done on the sales grounds prior to the horse's withdrawal, the consignor of said horse is responsible for paying those veterinary fees.

22. The WTBOA reserves the right, in its sole and absolute discretion, to test any horse for the presence of any medication. Consignor warrants that any yearling, weanling or horse of racing age entered in this sale shall not have been administered any exogenous anabolic steroids ("EAS") as provided in Condition of Sale 8. Exogenous Anabolic Steroids in Yearlings, Weanlings and Horses of Racing Age. Any horse sold in this sale that receives a positive test for EAS shall be subject to return to the consignor as provided in Condition of Sale 8. Exogenous Anabolic Steroids in Yearlings, Weanlings and Horses of Racing Age and Condition of Sale 14. Right of Return.

23. The consignor shall waive, defend and hold harmless the WTBOA from any and/or all claims, loss, or damages arising out of injury to persons or property of the consignor or third persons, including but not limited to grooms, exercise persons or jockeys, which may in any manner be attributed to the showing or demonstration of the consignor's horse(s).

24. The auctioneer's book is confidential and no information will be given to any buyer, consignor or sale agent. The auctioneer's book is for the general manager's review only, with the narrow exception of the sales committee chairman and/or WTBOA president being able to review the corresponding hip pages in order to settle a dispute. No information contained on those pages will be given out to the buyer or consignor. If the consignor or purchaser who is involved in the dispute currently holds the position of WTBOA president or WTBOA sales committee chairman, they will not be allowed to review the auctioneer's book.

25. Any resulting horse sale dispute will be handled on a case-by-case basis. The WTBOA sales committee or WTBOA president, or any other WTBOA board member or WTBOA sales committee member, is not allowed to reimburse or waive a fee for any buyer or consignor without a vote of the entire WTBOA sales committee.

26. Charges for veterinary duties performed by the sales veterinarian shall be deducted from the consignor's account.

27. A Washington state brand inspection fee, at the current rate, for each horse that goes through the sales ring, sold or unsold, shall be deducted from the consignor's account.

28. All horses must have stall cards. Unless notified in writing, the WTBOA will provide a stall card for each horse and a fee, based on current cost and shipping and handling, will be deducted from the consignor's account. Any consignor providing their own custom stall cards which are shipped directly to the WTBOA will have the current rate of shipping and handling deducted from their account, if applicable.

29. Consignor must provide a new halter for each horse consigned to the sale, which will go with the horse. Halters for yearlings entered in the summer yearling session must be made of leather.

30. WTBOA Sales Incentive Program (SIP). Beginning with the 2015 WTBOA Sale, all yearlings and weanlings that go through the sales ring and are made fully eligible will earn a lucrative bonus if they break their maiden at Emerald Downs at age two or three in one of two levels of racing: (i) \$2,500 SIP Owners' Incentive Bonus if a SIP-eligible horse wins its first race in a maiden special weight, allowance or stakes race; or (ii) \$1,000 SIP Owners' Incentive Bonus if a SIP-eligible horse wins its first race in a maiden \$25,000 or more claiming race.

A two-part process funds the SIP and is required to make the horse fully eligible: (i) consignors will automatically contribute \$50 to make each yearling or weanling in their consignment provisionally eligible for the incentive program; (ii) buyers will then be offered the opportunity to make their purchase fully eligible by paying an additional fee. All buyers who wish to participate in the Sales Incentive Program must be WTBOA members in good standing on or before April 1 (or the first day of the Emerald Downs race meet) of the year that the horse will be racing.

If a weanling or yearling goes through the ring as not sold (RNA), the consignor will have an option to pay the additional \$50 fee to make each horse eligible. Consignor also has the option, for any yearling or weanling which the buyer declines to pay the additional \$50 to make the horse fully eligible for SIP, to pay the buyer's additional \$50 to make the horse fully eligible to SIP.

The buyer's (or current owner's) portion of the nomination fee, including WTBOA membership, must be paid before opening day of the Emerald Downs race meet of the horse's two-year-old season.

31. The WTBOA reserves the right to deduct from the consignor's account any amounts necessary to recover past due amounts owing to the WTBOA, including but not limited to advertising or any other charges placed on account with the WTBOA.

Not paying the assessed fees and penalties owed to the WTBOA by the consignor may result in one or all of the following actions being taken: (i) interest being charged on all amounts payable to the WTBOA, (ii) account being turned over to a collection agency, (iii) a claim filed in Small Claims Court, (iv) a claim filed with the stewards of the Washington Horse Racing Commission, or (v) membership being revoked permanently.

32. In the event of a dispute or controversy arising from the purchase herein, the WTBOA and the purchaser agree to submit the matter to binding arbitration under the authority of RCW 7.04 and agree that any action or suit shall occur in Auburn, Washington, and the laws of the State of Washington shall be applied to resolve all disputes and controversies. A single arbitrator shall be selected by agreement of the parties or in the alternative by the presiding judge of the King County Superior Court.