|  |  |
| --- | --- |
| **Name of person bidding** | **Bidder Number** |

|  |
| --- |
| Stable or Company Name [*Agent – please register your client]* |

|  |
| --- |
| Address |
| City | Postal Code |
| Province / State | Country |

|  |  |
| --- | --- |
| Telephone Number |  |
| Fax Number |  |
| Email  |  |

|  |
| --- |
| Do you want to receive future communication by email? Yes no |

|  |
| --- |
| **I agree that I am responsible for all charges incurred by me and agree to abide by the terms and conditions detailed on page two of this form.****Signature of Authorizing person** |

|  |  |  |
| --- | --- | --- |
| Horse Name | Horse Number | Purchases |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |
| For Administration Use Only ……. | **Total Purchases** | $ |
|  |  |  |
|  | Administration @ 3% | $ |
|  |  |  |
|  | **Total before taxes** | $ |
|  |  |  |
|  | HST @ 13%  | $ |
|  |  |  |
|  | **Total payment due** | $ |
|  |  |  |

**TERMS AND CONDITIONS**

Sale Date May 28, 2016 12:00 pm to completion

Location Orchard Park Stables, 359 Concession 10 East Freelton ON L0R 1K0

Preview Horses are available to prospective buyers for inspection between Sunday May 22, 2016 and Wednesday May 25, 2016 by appointment.

**Warranties**

All entries are sold “as is” and all sales are final with absolutely no guarantee after you leave the sales / bidding ‘arena’. Papers pertaining to the soundness of any horse, its pedigree and breeding information are on file in the office and are available upon request for inspection by registered bidders. Prior to the auction a veterinarian has examined all horses and some have been x-rayed recently. All horses have up to date coggins tests. At the request and expense of a prospective buyer, a veterinarian can be made available. Please contact us prior to sale.

**Bidding Procedures**

All bidders must be registered. All reasonable offers accepted with the final sale awarded to the highest bidder. Should a dispute arise the Auctioneer’s decision shall be final. Bids received after the fall of the hammer are not valid nor are they grounds for dispute. Bids acknowledged by bid spotters employed by the Auctioneer are recognized as if tendered to the Auctioneer, but in case of dispute the bidding shall be reopened immediately for advanced bids and if there are no advanced bids, the horse will be sold to the person from whom the Auctioneer recognized the last bid. In case of dispute, advanced bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of the dispute, then bidding shall be reopened to all bidders. Any agents planning on bidding for a client must notify the sales management prior to the beginning of the sale, and they must register for themselves and their client with method of payment approved before the commencement of the sale.

*Absentee bids are permitted and accepted prior to the sale in writing, by fax, or during the auction by phone. In either case the bidder must have payment method approved prior to the sale.* ***Please note that neither management nor Auctioneer accept any responsibility for transactions between agent and client.***

**General**

The purchaser, at the fall of the hammer, assumes all risk and responsibility for the horse, but the animal shall not be released to the buyer until satisfactory settlement has been made in Canadian dollars, to the sale cashier. Delivery will be made in the form of a stable release for the horse, provided the purchaser has made full payment. Horses that remain on the property will be charged a $25 board fee per day per horse. During the stay of the horse neither the sale management or Orchard Park Stables nor the Auctioneer or any of their agents shall be liable for any accidents, theft, disease, or sickness, death or injury, or damage to any horse however caused; the purchaser / owner has full and total responsibility. Reserves may apply.

**Terms of Settlement – Method of Payment**

Buyer must make a settlement with the sale cashier. Payment may be made by: Cash or Certified Cheque, a 3% administration fee will be added. Purchaser shall make arrangement for payment in Canadian dollars plus applicable sales taxes. Exchange will be given and posted on US funds at the current bank rate at sale time. We will not be excepting credit cards or debit this year, however for all customers in good standing, personal cheques will be accepted. Wire or E-transfers can also be arranged.

**Defaulters**

Purchasers who fail in any respect to pay for horses as provided for under the conditions of sale may be declared in default. In such case, the sale management may declare the sale void or any horse purchased by a defaulter may be resold at public or private sale without notice for defaulter’s account. Reasonable costs of such resale, including transportation and all other out of pocket expense to be borne by defaulter. Should such resale fail to satisfy the defaulter’s account in full, defaulter shall pay the sales management the amount owing and interest at 24% per annum on the unpaid balance as set forth in the conditions, failing which the sales management may bring suit against the defaulter. Defaulter shall pay all reasonable legal fees and cost of such litigation.

**Public Liability**

Buyer and spectators are absolutely at their own risk. Ontario Breeders Production Sale, Orchard Park Stables and the Auctioneer disclaim any liability for the two days of the sale. The public is cautioned to be extremely careful while on the grounds, examining horses and particularly while horses are being shown and ridden. Do not enter stalls under any conditions. Persons wishing to inspect a horse offered for sale must first register at the sales office, and be accompanied by an appointed OBPS representative. Examine horses at your own risk; there are no exceptions. In an emergency, the sales management, its auction service and Orchard Park Stables reserve the right to take whatever action may be required to protect the health and welfare of any horse and the purchaser / owner shall bear the expense.

**Trucking**

Arrangement s can be made; please contact the sales office.