

PAYMENT AND REQUIRED INFORMATION MUST ACCOMPANY THIS CONTRACT AND JCC MUST BE ASSIGNED TO DAILEY REALTY AND AUCTION OR YOUR ENTRY WILL NOT BE PROCESSED.



# MINNESOTA THOROUGHBRED YEARLING SALE

PRESENTED BY CANTERBURY PARK AND DAILEY REALTY & AUCTION

CANTERBURY PARK EVENT CENTER | SHAKOPEE, MN | SUNDAY, AUGUST 24<sup>th</sup> 2025

## Consignor's Entry Form

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### PROPERTY LINE:

Consigned by: \_\_\_\_\_ (Your Name/Farm Name/Stable)

-OR-

### IF YOU ARE USING AN AGENT, PLEASE COMPLETE AS FOLLOWS:

Consigned by: \_\_\_\_\_ (Agent's Name)

Agent for: \_\_\_\_\_ (Your Name)

**Entry Fee:** \$500 per yearling. Yearlings will receive a leather sale halter

**Catalog Entry Deadline:** Noon on Friday, June 27, 2025

(Please Note: This is not a postmark deadline – entry fee and forms must be physically in the Dailey Realty Office)

\* **Late Entries:** \$600 per yearling. No halter provided. Consignment will be listed on the Canterbury Park website and in a catalog supplement available at the sale. \*Late Entry Deadline is August 23, 2025

**Commission:** 5% Commission will be charged as follows:

- On the final bid of horses sold
- On the final bid of horses which do not sell
- On the written reserve, set by the consignor, on horses which do not sell

Consignor's yearlings will not be accepted without entry fee, completed Sale Entry Form, signed copy of the Consignor's Contract and Digital Jockey Club Certificate being assigned to Dailey Realty and Auction.

Dailey Realty and Auction | 304 Belgrade Ave. North Mankato, MN 56003

Phone: 507-340-4747 | Email: [jaydaileysells@gmail.com](mailto:jaydaileysells@gmail.com)

**MINNESOTA THOROUGHBRED YEARLING SALE ENTRY FORM**

**SEX CODE: F - Filly | C – Colt | G – Gelding**

Color	Sex	Birthdate	Sire	Dam	Dam's Sire
Horse's Name					Foaled in (State)

**Medical Conditions/Practices That Must Be Disclosed**

**Please check all that apply to horse listed above**

- Has any deviation from the norm in the eyes
- Cribber
- Ridgeling
- Gelding
- Wobbler
- 2 years of age or less and has undergone invasive joint surgery (does not include conformation-altering procedures)
- Has had surgical intervention of the upper respiratory tract

- Has undergone abdominal surgery of any type within the last two calendar years preceding the date of the sale
- Has had any resection of an abdominal organ (partial or complete) at any time except to repair a ruptured bladder in a newborn foal
- Has been nerved – must be disclosed by placing a veterinary certificate on file with Dailey Realty and Auction

**STAKES ENGAGEMENTS for which nominations have already been paid:**

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**The following documents are REQUIRED to register your entry.**

**INCOMPLETE ENTRIES WILL NOT BE PROCESSED**

- **Registration Fee**
- **Signed Consignor's Contract**
- **Completed Consignor's Entry Form**
- **Jockey Club – digital certificate must be assigned to Dailey Realty & Auction by the application deadline**

**COPIES of the following must be in the Dailey Realty & Auction Office by Wednesday, August 23, 2025:**

- Certificate of Veterinary Inspection (Health Certificate)
- Coggins for each yearling consigned must be emailed to: [jaydaileysells@gmail.com](mailto:jaydaileysells@gmail.com). The CVI must have been issued within the past 5 days of arrival at Canterbury Park and a negative Coggins test certificate issued within the 6 months prior to August 24<sup>th</sup>, 2025. Dailey Realty and Auction will send all documents to the MRC veterinary staff for review.

All corrections/additions/updates to the catalog page, must be submitted **IN WRITING**, on the Update Form provided by Dailey Realty & Auction by 1:00 PM the day of the sale. **LATE UPDATES WILL NOT BE ACCEPTED!**

Copies of these documents **MUST BE EMAILED** to Dailey Realty & Auction's office at [jaydaileysells@gmail.com](mailto:jaydaileysells@gmail.com) by **Wednesday, August 23 2025**. **ORIGINAL DOCUMENTS MUST BE PROVIDED UPON ARRIVAL**. Any horse without these original documents properly filed will not be presented in the Sales Ring.

# CONSIGNOR'S CONTRACT

**Please read before signing! This form MUST BE SIGNED AND RETURNED with your consignments!**

For good and valuable consideration, including the entry of the horses herein listed in the 2025 Minnesota Thoroughbred Yearling Sale, presented by Canterbury Park and Dailey Realty & Auction (the "Sale"), the undersigned consignor ("Consignor") hereby agrees to be bound to the following terms and conditions:

1. Consignor hereby warrants that title and ownership of each horse, or interest therein, entered by Consignor is as further specified in this Contract, and further warrants that the title thereto is free from any liens, mortgages or encumbrances except as Consignor shall otherwise notify Dailey Realty and Auction (DR&A) in writing, at least 72 hours prior to sale date. In such event Consignor agrees to furnish written consent of any lienholders to sale and full agreement of all interested parties concerning disbursement of sales proceeds. If said consent and agreement is not so received, DR&A may, in its sole discretion, refuse to allow the horse(s) to be sold and Consignor shall be responsible for any unpaid entry or withdrawal fee as provided in paragraphs 2 and 3 herein. Consignor further agrees to defend said title against all conflicting or adverse claims not fully disclosed to DR&A in writing prior to sale. Consignor further covenants and agrees to indemnify and hold harmless from any and all costs, liabilities, incidental and consequential expenses, including reasonable attorney's fees, incurred because of or arising out of any question of title or any disputes concerning identity and/or engagements of any and all of the named horses included hereon, or resulting from any liens, attachments of claims against the net proceeds from the sale thereof. If this form is executed by an agent, the agent shall be individually responsible for and shall indemnify DR&A for all damages arising out of any failure to set forth the full and correct ownership of each horse or for any lack of authority to execute this Contract on behalf of all owners. Consignor warrants the correct identity of all horses sold by Consignor in this Sale and that all title to, interest in, and possession of the named horses shall remain with Consignor until title passes to buyer or buyers at the time of sale. Consignor appoints DR&A as Consignor's agent in this Sale with full authority to transfer title, to receive the net proceeds of such sale for Consignor's account and to distribute such proceeds of sale to Consignor and such other parties as DR&A reasonably believes to have an interest in the proceeds and in such priority as DR&A reasonably believes appropriate. Consignor further covenants and agrees to indemnify and hold DR&A harmless from any and all costs, liabilities, incidental and consequential expenses, including reasonable attorneys' fees and incurred because of or arising out of any issue of the distribution of sales proceeds by DR&A to me or to any such other parties as DR&A may deem appropriate.
2. Consignor agrees to pay DR&A the \$500 per yearling entry fee stated herein. If space remains available, late entries of \$600 per yearling may be accepted. Entry fee shall be nonrefundable except as provided herein. Consignor further agrees to pay DR&A a 5% commission of the final accepted bid by whomsoever made or of any written reserve, on each horse sold or bid in for Consignor's account. Consignor further agrees that the 5% commission may be deducted and retained by DR&A from any Consignor's accounts and that DR&A may retain said fee and commission on charge backs from any and all proceeds from whatever source which may be payable to any Consignor's accounts, including any portion of proceeds due Consignor for Consignor's commission and expenses. In event of a deficit in Consignor's account relating to any chargeback commission, Consignor shall immediately pay to DR&A the balance due. DR&A shall charge a late charge of 1 1/2% per month in the event the deficit is not paid within thirty (30) days of the Sale. DR&A shall retain a lien in all proceeds in any of Consignor's accounts for any unpaid fees or commission on charge backs and DR&A shall further retain a lien in The Jockey Club Certificate of Foal Registration ("JCC") and hold said JCC for any such horses which are charge backs until such commission has been paid in full or until any deficit in Consignor's account has been paid in full.
3. **Consignor understands that all horses listed on the entry form when it is sent by the DR&A to the Jockey Club, at Noon, on June 27, 2025 to have pedigree pages printed, are expected to arrive on the sale grounds on the published date and by the publish time. For any horse that is printed in the catalog and does not go through the sales ring, a documented veterinary withdrawal is required or the Consignor will be charged a \$1,750 withdrawal fee.** Any request for excused withdrawal shall be accompanied by a veterinary certificate stating in detail the reason for the withdrawal. DR&A may appoint a veterinarian of its choosing to examine the horse for which withdrawal is requested and the opinion of DR&A's veterinarian as to whether there is a valid reason for withdrawal shall be binding and conclusive on all parties. **The failure to offer the horse for sale after it has been catalogued, unless excused by DR&A, will result in an out fee to the Consignor in the amount of \$1,000.** Consignor acknowledges by execution of this agreement that DR&A distributes its catalogues to potential buyers who may make arrangements to be present or have representation at the DR&A Sale because of horses listed in the catalogue and acknowledges the credibility of DR&A Sale is diminished if catalogued horses are withdrawn without excuse. In the event any horse listed hereon is withdrawn from the Sale after the entry form has been sent to the Jockey Club on June 28, 2025 and which is not excused thereafter by an acceptable veterinary certificate indicating the disease, injury or death of the consigned horse, consignor shall pay DR&A \$1,000. DR&A may, at its discretion, send an independent veterinarian to verify condition of the animal stated as the reason for withdrawal. If consignor does not pay DR&A said fee prior to the sale of Consignor's consignment, Consignor agrees that DR&A may retain said fee from any and all proceeds payable to Consignor's account from this Sale or any other sale. The parties further agree that the establishment of damages in the event of withdrawal is difficult to determine and accept and acknowledge that the liquidated damages set forth herein are fair and reasonable. DR&A shall retain a lien in all proceeds in Consignor's account for any unpaid withdrawal fee and DR&A shall further retain a lien in the JCC and hold said JCC for any such horses withdrawn from the Sale as provided above until such withdrawal fee has been paid in full.
4. Consignor agrees that DR&A shall have the right and sole and absolute discretion to extend credit to the purchaser of any horse sold by Consignor in this Sale. Consignor further agrees that, in the event the successful bidder for any horse or horses entered by Consignor in this Sale fails to present themselves to DR&A to arrange for settlement as provided for in Condition Four of the Conditions of Sale, or should such bidder on presenting themselves be determined to not have approved credit by DR&A, such horse or horses may immediately be put up for sale for Consignor's account and DR&A shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. Consignor further agrees that, should conditions make immediate resale as herein provided impossible or impractical, as determined by DR&A in its sole discretion, the horse or horses may be returned to Consignor as unsold with a waiver of sales commission by DR&A. Consignor further agrees that DR&A shall not be liable for any deficit and therefore DR&A retains the right not to pay Consignor in the event a purchaser defaults and that any payment, in whole or in part, by DR&A despite any purchaser's default shall not constitute a waiver nor establish a custom and shall not abrogate DR&A's right to withhold payment from Consignor in any case where the purchaser has defaulted.
5. Consignor agrees that DR&A reserves the right to (a) reject any entry at any time for such reason as DR&A shall deem appropriate, in its own discretion, and DR&A shall then return any entry fee paid only if the rejection is without reasonable cause; (b) determine the order of sale of all entries; (c) assign stabling facilities in its sole discretion (and DR&A shall have no obligation to assign the same or similar stabling facilities which may have been assigned to Consignor at previous sales); (d) change the time or date of this Sale or to cancel same should DR&A, in its sole discretion so determine; (e) set a minimum bid (upset price) for the horses sold in this Sale, in its sole discretion and (F) refuse to sell any horse by auction if DR&A has knowledge that said horse has been sold privately prior to said auction.
6. The Consignor agrees to deliver to DR&A by consignment entry deadline, the original JCC registration for each horse listed in Sale. DR&A shall have the right to refuse to sell any horse for which all certificates or other papers are not delivered. The Consignor shall furnish original Health & Coggins certificates for horses accepted for this sale on the sale entry day. Coggins certificate to be dated within 12 months of August 24, 2025. Horses with a Health Certificate originating from a state with recorded active cases of Equine Piroplasmiasis (EP) must have a negative test for Babesia (Theileria) equi and Babesia caballi taken within the past 12 months prior to August 24, 2025. Currently this includes only Texas, but trainers and owners are encouraged to check the Minnesota Racing Commission website ([www.mrc.state.us](http://www.mrc.state.us)) for additional states with an active status. Also, health certificates will be required for all horses before they sell dated within 5 days of arrival at Canterbury Park. If this Agreement is executed by an agent, the agent agrees to be jointly, severally and personally liable with their principal for furnishing the documents provided for herein, and thus will be personally liable for all damages resulting from failure to furnish the aforesaid documents and agent further agrees to hold DR&A harmless for such damages.
7. For the horses entered, Consignor represents and warrants to DR&A that, to the best of Consignor's knowledge, each horse entered by Consignor is free from disease and is sound and suitable for training and racing. In the event any horse entered by Consignor has a condition or defect which is covered in the limited warranties contained in the Conditions of Sale which govern the Sale, Consignor agrees to notify DR&A in order that appropriate announcements will be made prior to this Sale.

8. Consignor will adhere to the Uniform Sale Policy for Medication and Prohibited Practices as follows:
  - a. **NSAIDs**
    - i. No more than one (1) non-steroidal anti-inflammatory drugs (“NSAIDs”) shall be administered at or below the manufacturer’s recommended dosage to horses within forty-eight (48) hours prior to the beginning of the session in which the horse is to be sold.
  - b. **Systemic Corticosteroids**
    - i. No more than one (1) corticosteroid shall be administered at or below the manufacturer’s recommended dosage within seven (7) prior to the beginning of the session in which the horse is to be sold.
  - c. **Intra-Articular Injections**
    - i. No intra-articular injections shall. Be administered within fourteen (14) days prior to the sale of a horse. Minnesota Rules of Racing. No medication or substance which is prohibited under the rule of racing as adopted in the State of Minnesota by the Minnesota Racing Commission shall be administered at any time. The detection of a detectable concentration of any such prohibited substance in post-sale sample of blood, urine, hair or any combination of blood, urine or hair shall constitute a violation of this rule.
  - d. **Bronchodilator (including Clenbuterol).**
    - i. No bronchodilator (including without limitation Clenbuterol) shall be administered to a yearling within ninety (90) days prior to the sale of a horse. Notwithstanding the foregoing, in the event any bronchodilator (including without limitation Clenbuterol) is administered to a horse prior to July 1 of a horse’s yearling year for valid, on-label purposes, the same shall be disclosed in the Repository with a note of explanation from the treating veterinarian. In the event said veterinary disclosure is made and purchaser (itself or through its agent) accessed the Repository after such disclosure had been made, Purchaser shall not have the Right of Rejection in the event of a Positive Test for the presence of a bronchodilator (including without limitation Clenbuterol) pursuant to Condition ELEVENTH.
  - e. **ALL OTHER MEDICATIONS ARE PROHIBITED WITH LIMIT OF DETECTION TEST.**
  - f. **ANY MEDICATIONS administered within forty-eight (48) hours of the sale MUST BE DOCUMENTED and submitted to DR&A.**
    - i. DR&A will adhere to and enforce the minimum standards presented in this document. More restrictive policies may be adopted at the discretion of DR&A
9. Consignor will be responsible for the care, custody, control and security of each horse consigned by Consignor until the fall of the hammer.
10. DR&A reserves the right to exclude any horse from entering the sales ring which has been judged by a veterinarian to be physically unfit for sale.
11. All information concerning sales prices, incidental and consequential sale expenses, the existence and amount of liens, charges and other claims, and the final payment of accounts with respect to buyers, sellers and consignors shall not be deemed to be confidential in nature. All parties agree that DR&A may, but shall not be required to, disclose such information without incurring liability to any party.
12. In the event this contract is executed by an authorized agent, such agent shall identify the true owner of the horse on this entry and in the Consignor’s Authorized Agent Form, which must be filed with DR&A with the entry form. Agent warrants that they have actual authority to execute the Contract on behalf of all owners of the horse. If the agent’s principal(s) is not disclosed, agent acknowledges that they and their principal shall have full liability and responsibility, jointly and severally, arising out of the entry and/or sale of the horse(s).
13. If Consignor desires to make any announcements or set a reserve price on any horse listed herein, Consignor must make such request in writing and submit it to DR&A’s office, following the written request procedure. Oral reserves shall not be accepted. Consignor agrees that DR&A is absolved from any liability if these procedures are not strictly followed. Consignor is solely responsible for having such announcements made and for their accuracy and Consignor hereby releases and holds DR&A harmless from any errors and omissions including DR&A’s own negligence in making or failing to make any such announcement. In the event DR&A received conflicting instruction from Consignors and/or owners. DR&A may elect not to recognize a reserve price in its sole discretion. Each party in that instance may then bid to protect their interest in accordance with the Conditions of Sale.
14. Consignor agrees to be bound by the decision of the arbitration panel in the event a purchaser elects to commence an arbitration proceeding as provided in the Conditions of Sale.
15. Consignor has read the above conditions and accepts them. Furthermore, Consignor agrees to abide and be bound by all other established rules and regulations under which DR&A conducts its business, specifically all warranties and covenants contained in the Conditions of Sale which govern this Sale, Consignor further acknowledges that DR&A Conditions of Sale may be from time to time amended DR&A deems appropriate in its sole discretion. The Conditions of Sale that appear in the Sales Catalogue for this sale shall be controlling. Consignor further acknowledges that DR&A may waive various portions of its requirements from time to time and in that event, Consignor understands and agrees that such waiver shall not constitute any custom which shall bind DR&A to make any similar waiver in the future. Consignor acknowledges that Consignor is solely responsible for the accuracy of all information provided herein and all information provided to DR&A and that Consignor has the affirmative duty to examine the catalogue page(s) on which horses consigned by Consignor appear, prior to the Sale, (and any information regarding the horses listed on the Canterbury Park website) and to report any inaccuracies to DR&A so it may make an appropriate announcement at time of this Sale.
16. Consignor agrees to indemnify and hold DR&A, its directors, officers and employees, and Canterbury Park, its directors, officers and employees, harmless from any and all claims, losses and damages, including, but not limited to (i) the use of Canterbury Park’s facilities by Consignor and Consignor’s agents and employees (ii) the making (or the accuracy) of all announcements made prior to this Sale; (iii) the resolution of disputes relating to the condition of the horse(s) and any limited warranties relating thereto; or (iv) any other action taken by DR&A in either implementing or upholding either the Conditions of Sale or this Contract.
17. If the Consignor is executing this contract as agent for the owner of the horse(s) listed herein, both agent and owner shall be jointly and severally liable to DR&A for all such obligations arising hereunder. By execution of this Contract, Consignor, in their capacity as agent or owner, accepts the terms of the Agreement and the Conditions of Sale for any and all horses which Consignor may enter.
18. Consignor, by signing this contract, agrees to abide by all rules established with this sale. DR&A is providing a venue for consignors to market and buyers to purchase healthy Thoroughbred yearlings. Not adhering to all rules, particularly those regarding vaccinations, health certificates and Coggins tests may result in yearlings not being admitted to the Sales Grounds and therefore, not available for sale to the public through DR&A’s auction ring.
19. Consignor has paid special attention to Condition 11 and agrees to the terms regarding blood testing immediately following the sale, before the yearling leaves the sale barn.
20. Consignor has paid special attention to Condition 12 and understands the medication restrictions and the requirement for submitting, in writing, a complete report of any and all medications administered within forty-eight (48) hours of the sale, to DR&A. Consignor will also complete a “MEDICATION DECLARATION” form listing all prescription drugs given to each consignment within the last 30 days and the reason for administration of these drugs.

Date: \_\_\_\_\_ Signature \_\_\_\_\_