



Consignors And Commercial Breeders Association

# Newsletter

1st Quarter 2008 Volume 3, Issue 1

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*"A racehorse is an animal that can take several thousand people for a ride at a time."*

## Welcome New Members

- Danny Burgner
- Ted Campion
- Carmichael Sales
- Doninga Bloodstock
- Ken Donworth
- Timothy Folck
- John Foster
- Jack Goldthorpe
- Jay Goodwin
- Hardin Farm
- Richard Henry
- Kinsman Farm
- Lochlow Farm
- Romain Malhouitre
- Bobby McIntyre
- Clem Murphy
- Patterson Bloodstock
- Perrone Sales
- Charles Pigg
- Pollock Farms
- Richard Santulli
- Paul Shanahan
- Shannondoe Farm
- Marty Shapiro
- Siena Corporation
- Marshall Silverman
- Silverton Farm
- Spendthrift Farm
- Springwood LLC
- Sugar Maple Farm
- Susan Forrester, Agt.
- The Stallion Company
- Watership Down Stud

## New Sales Regulations And Recommendations for 2008

Several recommendations of the Sales Integrity Task Force (S.I.T.F.) have been adopted by Keeneland and Fasig-Tipton in 2008. The CBA encourages all consignors and sales participants to review any new conditions of sale after they are published by the sales companies in your consignor's contracts and catalogues.

### Code Of Conduct

A Code of Conduct for agents will be added to the Conditions of Sale of Fasig-Tipton and Keeneland Association and to other Kentucky sales companies and sales companies in other states that choose to adopt the Code (e.g., Fasig-Tipton). The Conditions of Sales are legally binding upon all sales participants, including sellers, consignors, agents, owners, prospective bidders/buyers and all other interested parties.

The Code states that an Agent owes a duty of good faith and loyalty to his Principal, and requires an Agent to act at all times in an Equine Auction Sale in accordance with the Principal's best interests. The Code sets out definitions of Agent, Principal, Luck Money, Consignor, Secret Profit, Seller

Purchaser and Equine Auction Sale.

Any complainant of an alleged breach of the Code must first provide a written statement to the sales company describing how the alleged breach occurred.

If the parties are unable to resolve the matter among themselves, the complainant may initiate arbitration pursuant to the rules of the American Arbitration Association. Arbitration will be held in Lexington, Kentucky. The findings and decisions through arbitration are final and binding on the parties.

The Code or a finding of a violation thereof does not preclude the aggrieved party from pursuing all remedies at law that he may have.

If the arbitrators find that a violation of the Code has occurred, the arbitrator(s) may impose sanctions against the person(s) violating the Code.

► **The Sanctions are limited to exclusion from participation in the sales, or from the sales grounds for various prescribed periods of time, depending on the number of offenses by the person(s) violating the Code.**



Fasig-Tipton and Keeneland have agreed to observe the findings and sanctions of the arbitrator(s).

► **In the event of a finding of a violation of the Code, the sales companies will post the name of the party sanctioned and the sanction in a conspicuous manner during the period of exclusion. The prevailing party in arbitration is entitled to recover costs and expenses, including attorneys' fees.**

Complete Code of Conduct on P5

### Ownership Registry

A Condition of Sale addressing ownership transparency will be added by Fasig-Tipton and Keeneland and will incorporate the following points:

► **An Ownership Registry will be established by the sales companies.**

► **Disclosure of ownership, while voluntary, will be encouraged.**

(cont. P2)



*The CBA works democratically on behalf of every consignor and commercial breeder, large and small, to provide representation and a constructive, unified voice related to sales issues, policies, and procedures. The Association's initiatives are designed to encourage a fair and expanding marketplace for all who breed, buy or sell thoroughbreds.*

## New Sales Regulations And Recommendations for 2008 (cont.)

If ownership is disclosed either in the catalogue or in the Ownership Registry, a change in ownership is required to be disclosed in the Ownership Registry or by written notice to the sales company.

If a change in ownership occurs after a horse is on the sales grounds, the change in ownership is required to be disclosed to the sales company by giving written notice of such change in ownership to the sales company. The change in ownership will be announced by the auctioneer prior to the sale of the horse.

► **A change of ownership of 10% or less is deemed not to be a change in ownership for purposes of the Condition of Sale.**

If information is placed in the Ownership Registry, or if information regarding ownership is disclosed in the catalogue, the party supplying the information warrants that the information is materially accurate.

If the purchaser of a horse learns, after the sale, that the information in the catalogue or Ownership Registry was not materially accurate, or that there was an undisclosed change in ownership after the horse was on the sales grounds, the purchaser has the right to collect liquidated damages, provided that:

- 1. The purchaser accessed the Ownership Registry regarding the subject horse;**
- 2. The purchaser has paid for the horse in full;**
- 3. The purchaser notifies the sales company of its election to collect liquidated damages**

**within six months from the date of sale of the horse;**

**4. The purchaser establishes, by clear and convincing evidence, that there was a material inaccuracy in the Ownership Registry or in the catalogue at the time of sale of the horse that was not corrected by subsequent notice as required by the Condition, or that the seller or consignor failed to disclose to the sales company, as required by the Condition, that there was a change in ownership prior to the sale of the horse; and**

**5. The purchaser establishes, by clear and convincing evidence, that the party from whom purchaser seeks liquidated damages had actual knowledge at the time of the sale of the material inaccuracy in the Ownership Registry or catalogue, or of the failure to disclose change in ownership as required by the Condition.**

Liquidated damages are 50% of the hammer price of the horse, but the consignor's liability is limited to two times its commission on the horse. Accordingly, if a purchaser prevails against both the seller and consignor, the consignor would pay two times the commission the consignor received on the sale of the horse, and the seller would pay the balance of the 50% of the hammer price.

If any dispute arises regarding ownership disclosure, the parties to the dispute agree to submit the dispute to binding arbitration, which will be held in Lexington, Kentucky. The non-prevailing party in arbitration will be required to pay the costs of arbitration and reasonable attorneys' fees of the prevailing party, including

the costs of the sales company.

### ***Steroid Testing and Prohibited Practices***

Owners selling horses at public auction should disclose known and material medical information regarding the offered horse through the veterinary repositories maintained by the sales companies. In addition, the Task Force reaffirms the 2004 Sales Integrity Task Force recommendation to require disclosure of conformation-altering procedures with the goal of working toward disclosing all material medical procedures.

The following language regarding anabolic steroids and other prohibited practices will be included in the Conditions of Sale of Fasig-Tipton and Keeneland:

#### **Anabolic Steroids**

"It is the sales companies' desire that horses not be sold under the influence of anabolic steroids. Our position is that no anabolic steroids be given within 45 days of sale. To that end, we have the ability to test for the presence of exogenous anabolic steroids. Beginning in January 2008, at the Purchaser's request, testing will be performed immediately after the horse is sold and any presence of these anabolic steroids in the sale horse may result, at the Purchaser's discretion, in its return.

"Starting in 2008, research will be done to establish naturally occurring levels of other anabolic steroids in different ages and sexes of horses. As the ability to determine what

an abnormal level is, is achieved, the presence of other steroids in sale horses may result in the rescission of a sale."

#### **Prohibited Practices**

Pursuant to recommendations of the Sales Integrity Task Force from meetings in 2004, the current Conditions of Sale of Fasig-Tipton and Keeneland contain a list of "Prohibited Practices." Horses which have been subject to Prohibited Practices are subject to Rejection, which is defined as rejection or revocation of acceptance by the purchaser.

The Prohibited Practices included in the Conditions of Sale of Fasig-Tipton and Keeneland will be expanded to include the following:

► **A horse should not be injected behind its knee prior to sale to conceal the true condition and conformation of the horse.**

An industry committee will meet annually to review and recommend additions and deletions to the list of Prohibited Practices included in the Conditions of Sale to the sales companies. The committee will be comprised of one representative from each of the following: (1) the sales companies, (2) the American Association of Equine Practitioners (AAEP), (3) the Thoroughbred Owners and Breeders Association (TOBA), and (4) Consignors and Commercial Breeders Association (CBA).

Recommendations can be found at [www.salesintegrity.org](http://www.salesintegrity.org).

# RACING POST

## Australian study shows most common defects no barrier to success

**Rachel Pagonis**  
reports from the  
*International Breeders' Meeting in Melbourne*

### Yearling x-ray study

**M**OST common bone abnormalities revealed in x-rays taken from sales yearlings have no effect on subsequent racing performance, based on number of wins and prize-money earned, a study conducted by the University of Melbourne has found.

The researchers looked at more than 80,000 radiographs taken from more than 2,400 yearlings and followed the horses through their two- and three-year-old careers before drawing their conclusions.

"The bottom line is, radiographic lesions at yearling sales have no or limited effect on future performance," Dr Chris Whitton told the veterinary session of the International Breeders' Meeting in Melbourne last week.

The x-rays the researchers used were those held in the repositories at eight sales conducted by Magic Millions and William Inglis & Son, Australia's two major auction

houses, in 2003. That was the year repositories, which house radiographs to be examined by vets hired by potential buyers, were introduced in Australia. Defects found on these x-rays can kill a sale as their presence, depending on size and severity, has been thought to signal future unsoundness.

However, the University of Melbourne study did not support that belief. Having analysed the x-rays, which included 34 different views of each yearling, the researchers tracked the horses' racing performance through their two- and three-year-old seasons. They included results of both domestic and foreign races.

Among the most common bone abnormalities in young horses are osteochondrosis and OCD (osteochondritis dissecans) lesions. Although frequent, the presence of these lesions often discourages a sale. Thirty per cent of horses in the study had osteochondrosis on the sagittal ridge, a bony prominence of the front fetlock, while the incidence varied from two to four per cent in other joints.

One-fifth of the horses had bone cysts in the knee. Bone cysts were less common in the sesamoid, in which 12 per cent of hind

limbs and ten per cent of forelimbs were affected, and still less so in the stifle, which had five per cent prevalence. Bone chips – loose fragments – of the fetlock were found in a smaller number of yearlings.

There were four types of lesions the researchers found that had a notable effect on performance. Horses with more severe sagittal ridge OCDs in their hind fetlocks were ten times less likely to start as a two- or three-year-old, and they tended to make their debuts later and have slightly fewer starts. However, the researchers found no difference in the number of wins and prize-money earned by these horses.

"My reading is that these horses are slower to mature," explained Whitton.

Horses with any OCD lesion of the stifle, including relatively mild ones, performed at a slightly lower rate. So did horses with a bone formation on their front sesamoid. However, the effect was small enough that "it's hard to get excited about them", said Whitton.

There were eight types of lesion that had no effect on performance, including bony fragments in the fetlock and sesamoid fractures.

Whitton concluded: "If you see

[radiographic] changes in yearlings, they don't seem to affect performance."

He added it was likely that yearlings with more serious problems were either treated before the sale or not entered, reducing the likelihood of career-threatening defects appearing at auction.

The study, financed by the Rural Industries Research and Development Corporation, an industry-funded body, is the largest project of its kind, said Whitton.

It also produced a less welcome conclusion: in looking at prize-money earned, the researchers found that only five per cent of the horses in the study earned back their purchase price plus training costs for the two years, with horses bought in the A\$50,000-100,000 range the most likely to pay their way.

On the positive side, 80 per cent of the 2,773 horses sold started in a race, and 62 per cent earned some prize-money.

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### Keeneland Warns Limited Hotel Availability for September Sale Due To Ryder Cup



Due to the 2008 Ryder Cup in nearby Louisville the week of September 15, many Lexington-area hotels are reporting that they are nearing capacity for the week, which also coincides with the second week of Keeneland's 2008 September

Yearling Sale.

The Bluegrass Hospitality Association is reporting that because most Louisville-area hotel rooms are at capacity for that week, many of the 240,000 Ryder Cup fans ex-

pected over six days are seeking accommodations in Lexington. If you are planning to travel to Lexington for the 2008 Keeneland September Yearling Sale, and will need hotel accommodations, we urge you to contact your hotel of choice soon.



## CBA MEMBERSHIP

CBA members account for approximately 75% of auction sales revenue in North America.

Abbott, Rick  
Airdrie Stud  
Amlie, Erik & Mary Jo  
Anderson Farms Ontario  
Andrew Thompson Co.  
Anstu Farm  
Arch Bloodstock  
Arnold, Terry  
Ashford Stud  
Audley Farm  
B. Flay Thoroughbreds  
Baccari Bloodstock  
Ballyrankin Stud  
Bandoroff, Craig  
Barker Farm  
Bedouin Bloodstock  
Bell, Reynolds  
Belvedere Farm  
Berger, Robert  
Bettsworth Westwind Farm  
Blake Agency  
Blandford Stud  
Bluegrass T'bred Svcs.  
Bluewater Sales  
Bowling/Dodd Inc.  
Bradley T'bred Brokerage  
Brandywine Farm  
Bridlewood Farm  
Brookdale Farm  
Brown, Michael  
Bryan, Jr., Joseph  
Buckner, Marty  
Brgrner, Danny  
Burlison Farm  
Calumet Farm  
Campion, Ted  
Carmichael Sales  
Castle Park Stud  
Cauthen, Kerry  
Centaur Farms  
Chantelclair Farm  
Charlton Bloodstock  
Clark, Tom & Nancy  
Clarkland Farm  
Claunch, Todd  
Cline, Mike  
Cloverleaf Farms II  
Cobra Farm  
Corner Woods Farm  
Country Life Farm  
Courtelis, Kiki  
Crestwood Farm  
Crossroads Sales  
Crystal Springs Farm  
Cunningham, Robert  
Dapple Stud  
Darby Dan Farm  
Dark Hollow Farm  
Darley America  
Deep Rock Farm  
Dell Ridge Farm  
Denali Stud  
Derry Meeting Farm  
Diamond A  
Dixiana Farm  
Doninga Bloodstock  
Donworth, Ken  
Double K LLC  
Dreamfields  
Dromoland Farm  
Dunford Farm  
Eaton Sales  
Edition Farm  
Elk Manor Farm  
Elm Tree Farm  
Equus Farm

Eutrophia Farm  
Fahlgren, Smoot  
Falls Creek Farm  
Fares Farm  
Farish, W.S. III  
Farish, W.S. Jr.  
Feld, Bob  
Flying High Farm  
Folck, Timothy  
Foster, John  
Four Star Sales  
Foxtale Farm  
Foxwood Thoroughbreds  
Gabriel Thoroughbreds  
Gaines-Gentry T'breeds  
Gainesway Farm  
Gallagher's Stud  
Gardiner Farms  
Gaulstown Stud  
Glass, Ben  
Glenmalure Farm  
Glenwood Farm  
Glory Days Breeding  
Goff, Dash  
Golden Eagle Farm  
Goldthorpe, Jack  
Goodwin, Jay  
Gracefield  
Greenfield Farm  
Greenwood Farm  
Grovendale Sales  
Gulf Coast Farms  
Haras de Santa Isabel  
Haras du Fresnay  
Hardin Farm  
Hart Farm  
Hartwell Farm  
Henry, Richard  
Herbener Farm  
Hermitage Farm  
Hidden Brook Farm  
Highclere  
Hilbert Thoroughbreds  
Hill 'n' Dale Farm  
Hinkle Farms  
Hunter Valley Farm  
Hurstland Farm  
Hyde, Timmy  
Idle Hour Farm  
Indian Creek  
Ingordo, David  
Iron County Farms  
J & J Mamakos  
Jamm Ltd.  
JLT Bloodstock  
Justice Farm  
Kane, Eddie  
Kildare Stud  
Kilfynn Farm  
Kilroy Thoroughbreds  
Kindergarten Farm  
Kingswood Farm  
Kinsman Farm  
Knockgriffin Farm  
La Ciega  
Landes, Bill  
Lane's End Farm  
Langsem Farm  
Legacy Bloodstock  
Leprechaun Racing  
Liberation Farm  
Liberty Farm  
Lochlow Farm  
Long Grove Stables  
Lynch, Andre  
Lyons, Robbie  
Machmer Hall

Malhouitre, Romain  
Mallory-Smith, Agent  
Manganaro LLC  
Maple Leaf Farm  
Margaux Farm LLC  
Maristow Farm  
McCann, Bob  
McCarthy, Dr. Phil  
McIntyre, Bobby  
Meadow Haven Farm  
Middlebrook Farm  
Mill Ridge Farm  
Millennium Farms  
Millford Farm  
Mitchell, Frank  
Mitchell, Kelli  
Montessori Farm  
Monticule Farm  
Moonstone Farm  
Mt. Brilliant Farm  
Mulholland Springs Farm  
Murphy, Clem  
Nagle, David  
Narvick International  
Nataf, Robert  
Needham-Betz  
Nicoma Bloodstock  
Nikkel, Kathryn  
North Wales  
Nuckols, Charles  
O'Connor, Charlie  
O'Rourke, Garrett  
Oak Barrel Farm  
Occidental Thoroughbreds  
Oceanic Bloodstock  
Orange Blossom Farm  
Oratis Thoroughbreds  
Paladino, Jill  
Paragon Farms  
Paramount Sales  
Park Stud  
Patterson Bloodstock  
Pearson, Del  
Penn Sales  
Perrone Sales  
Perrotta, John  
PHS Racing  
Pigg Charles  
Pin Oak Stud  
Pollard, Carl  
Pollock Farms  
Reightler, Bill  
Richwood Farm  
River Bend Farm  
Robert/Beverly Lewis Trust  
Robinson, Jim & Pam  
Rockwell Sales  
Royal Oak Farm  
Runnymede Farm  
Ryan, Dermot  
Santulli, Richard  
Saxony Farm  
Seitz, Joe  
Sellers, Bill  
Serendipity Farm  
Seven Islands Ltd.  
Shadwell Farm  
Shanahan, Paul  
Shannondoe Farm  
Shapiro, Marty  
Shawnee Farm  
Siena Corporation  
Silverman, Marshall  
Silverton Farm  
Spendthrift Farm  
Spring Hill Farm  
Springwood LLC

Spruce Lane Farm  
Spruce, James  
Stepwise Farm  
Stonereath Farms  
Stonerside  
Strouss, Callan  
Stuart, John  
Sugar Maple Farm  
Summer Wind  
Summerfield Sales  
Sun Valley Farm  
Sunrise Stable  
Susan Forrester, Agent  
Taylor Made Farm  
Taylor, Mark  
The Acorn  
The Stallion Company  
Three Chimneys Farm  
Top Yield Bloodstock  
Trackside Farm  
True North Farm  
Twin Creeks Farm  
Twin Willows Farm  
Upson Downs Farm

Valkyre Stud  
VanMeter, Tom  
Viking Stud  
Vinery  
Voute Sales  
Walmac Farm  
Walnut Green  
Warrendale Sales  
Watership Down Stud  
Weisbord, Barry  
Welker, Bayne Jr.  
White Fox Farm  
Whiteley, Rob  
Whitewood Stable  
Willis, Rob  
Windfields Farm  
WinStar Farm  
Wintergreen Farm  
Winter Quarter Farm  
Woods Edge Farm  
Woodstock Farm  
Wynmre Farm  
Young Stables  
Zent, Dr. Walter

### CBA Officers

<b>Bayne Welker</b> Mill Ridge Farm	<b>President/Chairman</b> bwelker@millridge.com
<b>Mark Taylor</b> Taylor Made Farm	<b>Vice President</b> mtaylor@taylormadesales.com
<b>Joe Seitz</b> Brookdale Farm	<b>Secretary</b> jseitz@brookdalefarm.com

### CBA Board Of Directors

<b>Craig Bandoroff</b> craig@denalistud.com	<b>Denali Stud</b>
<b>Darrell Brown</b> darrellbrown7020@aol.com	<b>Stonereath Farm</b>
<b>Kerry Cauthen</b> kerry@fourstarsales.com	<b>Four Star Sales</b>
<b>Mike Cline</b> mikecline@lanesend.com	<b>Lane's End Farm</b>
<b>Neil Howard</b> Neil.howard@gainesway.com	<b>Gainesway Farm</b>
<b>Robbie Lyons</b> hartwellfarm@aol.com	<b>Hartwell Farm</b>
<b>Martha Jane Mulholland</b> mjmulholland@mulhollandsprings.com	<b>Mulholland Springs Farm</b>
<b>Dermot Ryan</b> dryan@coolmore.com	<b>Ashford Stud</b>
<b>Joe Seitz</b> jseitz@brookdalefarm.com	<b>Brookdale Farm</b>
<b>John Stuart</b> john@bluegrasstbred.com	<b>Bluegrass T'bred Svcs.</b>
<b>Mark Taylor</b> mtaylor@taylormadefarm.com	<b>Taylor Made Farm</b>
<b>Rob Whiteley</b> liberationfarm@yahoo.com	<b>Liberation Farm</b>



## Agent Code Of Conduct

The following Sales Code of Conduct has been adopted by the Sales Integrity Task Force, a group involving multiple segments of the horse industry. It sets out principles which apply to equine auction sales. The Code is designed to set and maintain a high standard of integrity and transparency, which will safeguard the interest of sellers, consignors, bloodstock agents, owners, trainers, purchasers, and sales companies in equine auction sales.

### DEFINITIONS

**Agent** means any trainer, consignor, bloodstock agent, racing or stud manager or other person or entity who represents a Principal in an Equine Auction Sale, directly or indirectly, whether the Agent is paid by way of retainer, commission or other forms of remuneration, or has ongoing financial arrangements such as training, management or similar fees.

**Principal** means a person or entity who appoints an Agent to act as agent on his behalf in an Equine Auction Sale.

**Luck Money** means any financial payment or payment in kind or delivery of anything of value (in excess of \$500) made by or on behalf of a Seller to a Purchaser or his Agent in connection with an Equine Auction Sale either before or after the Equine Auction Sale has been concluded.

**Consignor** means a person or entity acting as agent for a Seller at public auction.

**Secret Profit** means anything of value (in excess of \$500) received by an Agent in connection with an Equine Auction Sale that is not disclosed to the Agent's Principal.

**Seller** means a person or entity who sells all or any interest in a horse in an Equine Auction Sale.

**Purchaser** means a person or entity who buys all or any interest in a horse in an Equine Auction Sale.

**Equine Auction Sales(s)** means sales and purchases of horses and/or interest(s) therein at public auction sales.

**Gender** Words importing the masculine gender herein shall include the feminine.

### CODE

1. An Agent owes a duty of good faith and a duty of loyalty to his Principal, which includes a duty to act at all times in an Equine Auction Sale in accordance with his Principal's best interests.
2. An Agent shall not place himself in a position where personal interests conflict with the duties to his Principal, except with full advance disclosure from Agent to Principal. In particular, an Agent shall not use his position to obtain a Secret Profit.
3. When an Agent acts as a Seller or intends to sell any horse in which he has an interest to a Principal, or intended principal, the Agent must disclose to his Principal, before completion of the Equine Auction Sale, the full extent of that ownership or interest and the benefit derived or to be derived by the Agent from that Equine Auction Sale.
4. If an Agent acts for more than one Principal in a transaction, which might for example be as Agent both for the Seller and Purchaser, the Agent can only do so if he has first disclosed the conflict, before completion, to all his Principals, and obtained their consent to Agent's dual

agency.

5. An Agent shall notify his Principal, wherever possible in advance, when a conflict of interest may arise, such as transactions involving third parties with whom he has a retainer, transactions where he is aware he will benefit from a third party, or transaction concerning a horse which he has previously purchased or with which he has previously been involved.

6. An Agent shall disclose to his Principal and, if required by the Principal, account to his Principal for any Luck Money paid to him by or on behalf of a Seller, Consignor or Purchaser.

7. A Seller or Agent shall not offer any Secret Profit to any person whom he believes to be an Agent acting for a prospective purchaser.

8. An Agent shall not bid at public auction on any horse for which Agent knows his Principal intends to bid, or on any horse for which his Principal is a Seller, except upon full knowledge and consent of his Principal.

9. This Code shall not be deemed to enlarge or restrict application of laws that govern matters relating to parties involved in Equine Auctions Sales.

### ENFORCEMENT

Any alleged breach of the Code shall be settled by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). A complainant of an alleged breach shall provide evidence in the form of a written statement to the sales company where the alleged breach occurred. If, after discussions among the interested parties, they are unable to resolve the

alleged breach in a manner suitable to them, the complainant may initiate arbitration. Arbitration shall be held in Lexington, Kentucky. The findings and decisions of the arbitrator(s) shall be final and binding upon the parties, but shall not preclude the parties from pursuing any action for monetary damages through the legal court system. Keeneland Association and FasigTipton Company, Inc. have agreed to observe the findings and sanctions of the arbitrator(s) and to ban from participation in their respective public auctions, for the period of time determined by arbitrator(s), any person found to have violated the Code. Judgment upon the decision of the arbitrator(s) may be entered by any court of competent jurisdiction. The prevailing party in the arbitration proceeding shall be entitled to recover his costs and expenses, including reasonable attorneys fees, from the nonprevailing party. In the event of a finding of an offense by the arbitrator, the sales' companies shall post, in a conspicuous manner during the period of exclusion, the name of the party sanctioned and the sanction determined by the arbitrator.

### SANCTIONS

In the event a violation of the Code is found to have occurred, the following sanctions may be imposed by the arbitrator(s): (a) First offense – Exclusion from participation in sales or from sales grounds ("Exclusion") for a period of up to two (2) years from the date of the finding; (b) Second offense – Exclusion for up to five (5) years; and (c) Third or more offense – Up to a permanent Exclusion. Exclusion periods shall be served during such times as the arbitrator(s) imposes.

Code of Conduct can be found at [www.salesintegrity.org](http://www.salesintegrity.org).

## The CBA Elects New Board Members

The CBA recently elected the following new members to its Board of Directors: Darrell Brown of Stonereath Farm, Neil Howard of Gainesway Farm, and Martha Jane Mulholland of Mulholland Springs.

Incumbent board members gaining re-election for the 2008-2009 term include Robbie Lyons of Hartwell Farm, Joe Seitz of Brookdale Farm, Mark Taylor of Taylor Made Farm, and Rob Whiteley of Liberation Farm.

The association holds elections each February for an alternating six and seven vacant seats on the thirteen member Board of Directors. The recently elected board members will join Craig Bandoroff of Denali Stud, Kerry Cauthen of Four Star Sales, Mike Cline of Lane's End Farm, John Stuart of Bluegrass Thoroughbred Services, Dermot Ryan of Ashford Stud, and Bayne Welker of Mill Ridge Farm—all of whom were elected in 2007.

The CBA is a trade organization with over 250 members. The association's membership accounts for over 75 percent of the annual auction revenue in North America, as either breeders or consignors.

## Talk To Us! [www.consignorsandbreeders.com](http://www.consignorsandbreeders.com)

Please visit the CBA website—[www.consignorsandbreeders.com](http://www.consignorsandbreeders.com)—to voice your ideas and opinions. The CBA was formed to give a voice to all consignors and commercial breeders, large and small.

To ensure the association continues to work toward its mission, visit "Contact Us" on our website, email [info@consignorsandbreeders.com](mailto:info@consignorsandbreeders.com), or alternatively, you can call the CBA at (859) 243-0033.

## DEADLINE NOTICES



5/1/08 - Deadline for **Keeneland** September Yearlings



5/19/08 - Deadline **Fasig-Tipton** Saratoga Open Yearlings

## CBA Subcommittees

Following are the standing committees for **2008**. The CBA welcomes members to participate on these committees and would like to get the membership more involved. If you are interested in serving on one of these committees, please talk to a CBA board member or officer.

### Budget:

Craig Bandoroff (chair), Neil Howard, James Keogh, John Stuart

### Education:

Rob Whiteley (chair), Clifford Barry, Andrew Cary, Mark Taylor

### Legislative:

Kerry Cauthen (chair), Mike Cline, Don Robinson, Dermot Ryan

### Membership:

Mike Cline (chair), Pat Costello, Robbie Lyons, Dermot Ryan

### Communications/Newsletter:

Braxton Lynch (chair), Mike Owens, Kitty Taylor, Rob Whiteley

### Nomination:

Bayne Welker (chair), Craig Bandoroff, Kerry Cauthen, Mike Cline, Mark Taylor,

### Medication/Vet:

Tom VanMeter (chair), Craig Bandoroff, Kerry Cauthen, Bayne Welker, Mark Taylor

### Website:

Kris Stuebs

## Consignors And Commercial Breeders Association

Email: [info@consignorsandbreeders.com](mailto:info@consignorsandbreeders.com)

[www.consignorsandbreeders.com](http://www.consignorsandbreeders.com)



Consignors And Commercial Breeders Association  
P.O. Box 23359  
Lexington, KY 40524

Please  
place  
stamp  
here

TO: