

# GENERAL PROCEDURES AND IMPORTANT AUCTION NOTICES FOR ALL PARTICIPANTS

PLEASE REGISTER AT THE SALE OFFICE FOR A BUYER NUMBER

## CONDITIONS OF SALE

All prospective participants are urged to take notice of and thoroughly read this document and the conditions of sale for the auction published within the sale catalogue. Auctioneer reserves the right, in its sole discretion, to suspend any person who violates these conditions in any manner from further participation in any sale conducted by auctioneer. Auctioneer further reserves the right, in its sole discretion, to maintain a list of persons who violate these conditions in any manner and to publish such list in future sale catalogues.

## IMPLIED WARRANTY

There are no implied warranties made by auctioneer or owner as to the merchantability, fitness for any particular purpose or otherwise of any animal offered for sale in this auction. **AUCTIONEER MAKES NO WARRANTIES WHATSOEVER.**

## PROSPECTIVE BIDDERS AND CAUTIONED

Prospective bidders are cautioned that warranties on horses purchased are only as stated in the Conditions Of Sale in the sale catalogue. Pay special attention to sale conditions Nos. 2 and 3 pertaining to "No returns or refunds" and "Exclusion of warranties and 'as is' sales".

## EXAMINE HORSES

Personally inspect any horse of interest thoroughly **PRIOR TO BIDDING OR BUYING.** Disclosures of abdominal and/or joint surgeries are provided ONLY in the Sale Repository. Veterinary assistance is encouraged and is available at bidder's expense on request.

## HIP NUMBERS

Hip numbers shall not be removed by Owner/Seller or the Buyer while the horse is on the sale grounds.

## REPURCHASES

This auction shall be conducted "with reserve", meaning the right to bid and/or repurchase a horse is reserved by the Owner/Seller. If Owner/Seller elects to repurchase a consigned horse, Owner/Seller must do so by: 1) being the highest bidder and signing the Buyer's Acknowledgement of Purchase and Security Agreement; or 2) submitting a completed written reserve bid form to Auctioneer at least thirty minutes prior to the horse being led into the ring for sale; 3) instructing Auctioneer. Under not circumstances will a reserve bid be submitted on the consignment contract or which is turned into a bid spotter or submitted in any form other than previously stated be accepted.

## OWNER'S COMPLETED SALE

Owner warrants the Auctioneer is entitled to all applicable sale fees if a horse sells as a result of the sale. Owner agrees the Auctioneer shall use any means available to collect applicable fees if a horse sells as a result of the sale.

## POST-SALE CARE

Horses become Buyer's responsibility at the fall of the hammer. Buyers are advised to contact Seller and confirm that proper care is provided after sale.

## **BUYER'S ACKNOWLEDGEMENT OF PURCHASE AND SECURITY AGREEMENT**

After making a winning bid, remain seated to sign Buyer's Acknowledgement Of Purchase and Security Agreement. Be sure to confirm the correct hip number and the price, and to read the Conditions of Sale in the sale catalogue as well as the terms and conditions included with the Buyer's Acknowledgement Of Purchase and Security Agreement, before you sign. Please print your Buyer number, name and address clearly since document is used for invoicing, transfer records and publishing sale results.

## **ACCOUNT SETTLEMENT**

All accounts must be paid within the specified time announced prior to the commencement of the auction. Make all payments directly to the sale cashier and not to Seller under any circumstance. A Valid Canadian driver's license and/or other form(s) of positive Canadian identification for Buyer are required upon settlement.

## **TRANSFERS**

Transfer fees are the responsibility of Owner/Seller. Registration certificates and completed transfer will be mailed directly to the applicable registry. Buyer shall receive original registration certificate directly from the applicable registry after the transfer process is complete. No registration certificates will be released on sale day. There are no exceptions to this rule.

## **HALTERS**

Owner/Seller will provide a halter for consigned horse sold within the sale catalogue.

## **CATALOGUE INFORMATION AND ANNOUNCEMENTS/DISCLISURES**

Every reasonable effort has been made to ensure correctness of the information printed in the sale catalogue. However, as each horse enters the sale arena all participants are cautioned to pay close attention to the announcements from the auctioneer block regarding changes in, or additions to, information found in the sale catalogue, as such announcements take precedence over the catalogue printed material. Disclosures of abdominal and/or joint surgeries are provided only in the Sale Repository.

Owner shall be solely responsible for any omission of announcements by Auctioneer.

AUCTIONEER disclaims responsibility for the consequences, if any, of any catalogue errors. HOWEVER, NOTIFICATION OF ERRORS WOULD BE APPRECIATED.

## **OTHER SPECIAL SUBJECTS OF INTEREST**

### PREVIEW OF HORSES

All horses may be previewed in the stall area. All horses may also be previewed during the demonstrations.

### VERTERINARIANS

Veterinarians are available should their services be desired. Again, a pre-purchase veterinary examination is recommended. Any Buyer who fails to obtain a pre-purchase examination does so at Buyer's sole risk and is subject to indemnity obligations because all horses are sold "AS IS".