



## 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 CATALOG. 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 CATALOGS.

### **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 ARE CAUTIONED**

PROSPECTIVE BIDDERS ARE CAUTIONED THAT WARRANTIES ON HORSES PURCHASED ARE ONLY AS STATED IN THE CONDITIONS OF SALE IN THE SALE CATALOG. PAY SPECIAL ATTENTION TO SALE CONDITION NOS. 2 AND 3 PERTAINING TO "NO RETURNS OR REFUNDS" AND "EXCLUSION OF WARRANTIES AND 'AS IS' SALES".

### **NON-U.S. BIDDERS**

Requirements for issuance of a Buyer Number from Auctioneer include presentation of the following documents for approval:

1. Valid U.S. driver's license and/or other form(s) of positive U.S. identification
2. Proposed method of payment
3. Properly executed Letter of Credit

Auctioneer reserves the right, in its sole discretion, to accept or reject the request for a Buyer Number.

### **EXAMINE HORSES**

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

### **COGGINS & HEALTH**

All horses in the sale must have tested negative for equine infectious anemia. Coggins tests

completed within six months of the sale date are required.

### **PRODUCE / MULTIPLE EMBRYOS / FROZEN EMBRYOS**

Neither Auctioneer nor the pedigree research company shall be responsible for providing produce information as to unregistered foals, pending registrations, frozen embryos and multiple embryos (foals of the same year) out of mares or dams in the sale; nor shall they be liable in any way for Buyer's or Seller's belated awareness of such information.

**AUCTIONEER DOES NOT GUARANTEE AQHA/APHA REGISTRATION OF ANY FOAL RESULTING FROM A FROZEN EMBRYO.**

### **RECIPIENT MARES**

Recipient mares included within this auction sell to buyers with NO DEPOSIT DUE NOR EXPECTATION OF RETURN.

### **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; or 3) instructing Auctioneer. Under no circumstance will a reserve bid submitted on the consignment contract or which is turned in to a bid spotter or submitted in any form other than previously stated be accepted.

### **OWNER'S COMPLETED SALE**

Owner warrants that Auctioneer is entitled to all applicable sale fees if a horse sells as a result of the sale. Owner agrees that 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 the Buyer's responsibility at the fall of the hammer. Buyers are advised to contact Seller and confirm that proper care is provided after the sale.

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

After making a winning bid, remain seated to sign the 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 catalog 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 this 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 U.S. driver's license and/or other form(s) of positive U.S. identification for Buyer are required upon settlement.

## **ASSOCIATION PRIVILEGES**

Any member may be suspended and denied privileges of the Association, and any non-member, approved show, or official thereof may be denied privileges of the Association for the failure to pay when due any obligation owing to the Association or for giving a worthless check for **the purchase of livestock or other property during a sale authorized or sanctioned by the Association or an affiliate of the Association**; provided, however, that the member or non-member subject to suspension shall be given fifteen (15) days written notice of the amount due and the intention of the Association to suspend or withhold privileges. Any suspension and denial of privileges under this rule shall terminate upon full payment of the obligation due the Association, and/or any affected show management.

## **STABLE RELEASES**

To remove a horse from the sale grounds, you must obtain a stable release from the sale office. Please confirm that the release represents the correct hip number. Be sure to give the release to the person ultimately responsible for removing your horse from the sale grounds.

## **TRANSFERS**

TRANSFER FEES ARE THE RESPONSIBILITY OF OWNER/SELLER. REGISTRATION CERTIFICATES AND COMPLETED TRANSFERS WILL BE MAILED DIRECTLY TO AQHA, APHA, OR NATIONAL DNA. 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**

A shipping halter and lead will be provided for each horse sold within the sale catalog.

## **TAIL ALTERATIONS**

Seller must disclose any alterations including surgeries, procedures and any type of false tail or extensions to the tail of any horse offered in this auction. Disclosures will be made available in the sale repository only.

## **CATALOG INFORMATION AND ANNOUNCEMENTS / DISCLOSURES**

EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE CORRECTNESS OF THE INFORMATION PRINTED IN THE SALE CATALOG. HOWEVER, AS EACH HORSE ENTERS THE SALE ARENA ALL PARTICIPANTS ARE CAUTIONED TO PAY CLOSE ATTENTION TO THE ANNOUNCEMENTS FROM THE AUCTION BLOCK REGARDING CHANGES IN, OR ADDITIONS TO, INFORMATION FOUND IN THE SALE CATALOG, AS SUCH ANNOUNCEMENTS TAKE PRECEDENCE OVER THE CATALOG 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 catalog errors. HOWEVER, NOTIFICATION OF ERRORS WOULD BE APPRECIATED.

## **USE CAUTION WHILE ON THE PREMISES**

**All persons attending the auction do so at their own risk and are urged to use extreme caution.**

**WARNING: Under Texas law (chapter 87, civil practice and remedies code), a farm animal**

**professional or farm owner or lessee is not liable for an injury to or the death of a participant in farm animal activities, including an employee or independent contractor, resulting from the inherent risks of farm animal activities.**

#### **NCHA/NRCHA DISCLAIMER**

The sale is not an association sponsored or approved sale. The association has no connection with, or any responsibility for, the conduct of the sale in any manner. The association makes no warranties or representations, express or implied, with respect to any horse in the sale or with respect to the conduct of the sale in any manner.

#### **NRCHA STAKES NOMINATION**

All information pertaining to NRCHA Stakes Nomination for foals has been provided through the NRCHA website. Western Bloodstock LTD. makes no warranties or representations as to the authenticity of the nomination.

#### **NCHA STALLION FOAL PROGRAM NOMINATION**

All information pertaining to NCHA Stallion Foal Program Nomination for foals has been provided through the NCHA website. Western Bloodstock LTD. makes no warranties or representations as to the authenticity of the nomination.

#### **OTHER SPECIAL SUBJECTS OF INTEREST**

##### **PREVIEW OF HORSES**

All horses may be previewed in the stall area. Two-Year-Olds in-training and Performance Horses sell working cattle live.

##### **VETERINARIANS**

A number of local 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."

##### **ENGAGEMENTS**

Unless announced otherwise, all payments for eligibility in major aged events that become due after date of sale are the responsibility of Buyer, who should notify the proper association of new ownership.

##### **SEATING**

There is no reserved seating and all seating is on a first-come, first-served basis.

##### **REPOSITORY HOURS**

Refer to specific sale catalog.