

# HIGH HOPES MINIATURE HORSE CONSIGNMENT AUCTION

## TERMS & CONDITIONS

1. Horses may arrive at the Logan County Fairgrounds on Friday, Oct 17, 2009 from **10 AM until 9 PM**. All horses will be checked in and numbered upon arrival. Any sick horse will be refused. This Auction will accept AMHA and AMHR registered horses. All horses must vacate premises by Midnight on Saturday, Oct 17, 2009.
2. Every effort has been made to ascertain correct information, and to print the same in the Auction Catalogue; however, the Auctioneer and Auction Management neither assumes nor accepts responsibility for errors, omissions, or misstatements contained in the Auction Catalogue. Announcements at the time of the auction will take precedence over material contained in the catalogue.
3. All horses are sold "as is" with no guarantee and no warranties of any kind expressed or implied. Right of recourse must be directed to the owner and NOT through High Hopes Miniature Horse Consignment Auction.
4. Horses shall be sold to the highest bidder, subject to Sellers reserve. The successful bidder shall forthwith acknowledge such bid by presenting his/her Buyer Number to the Auctioneer, which will be recorded by an Auction Clerk immediately following the Auctioneer's acceptance of bid and the fall of his gavel. In the event any dispute arises between or among two (2) or more bidders, the Auctioneer shall have the sole authority and right to settle the dispute. The Auctioneer reserves the right to reject any and all bids.
5. Horses consigned to sale will be the sole responsibility of the owner until sold. Seller is responsible for the care, feeding and grooming until sold. Buyer shall take possession, care, custody, and control of any animal purchased, upon the Auctioneer's acceptance of bid and the fall of his gavel. All horses must vacate premises by Midnight Saturday, Oct 17, 2009. Failure to vacate will obligate buyer to pay all costs associated with board and transportation.
6. Upon the Auctioneer's acceptance of bid and fall of his gavel, risk of loss and responsibility for the horse shall be upon buyer; however, no Order of Release and no delivery will be made until final settlement has been made. Upon final payment for a horse, the Cashier will issue an Order of Release, which must be presented to the Barn Security for delivery of the animal.
7. The Sale Management is not responsible for the integrity of any bid made. In the event that a bid is not honored, seller agrees not to hold Auction Management, the Auctioneer and their agents and representatives responsible.
8. The Terms of Auction are U.S. Currency, Certified Check or Traveler's Check on U.S. bank or personal check with U.S. bank letter of credit or with approval of Auction Management. Payments in full must be made immediately after the Auction. Any person giving a check of insufficient funds will be prosecuted to the fullest extent of the law.
9. Buyer agrees to hold the Auction Management, the Auctioneer, and their Auction employees, harmless from all loss, cost, and expense, having to do with any illness, injury or death of any animal offered or purchased.
10. The Auction Management does NOT act as agent for either seller or buyer, but merely provides an environment in order to permit the binding together of an agreement between seller and buyer for the purpose of sale/purchase transactions. Any and all representations concerning the horses presented are those of the seller, and no action shall lie against Auction Management related to or arising by reason of such representation.
11. All Horses consigned to this Auction have been required to have an individual negative Coggins test within **SIX (6)** months from the date of sale, and separate Health Certificate dated within thirty (30) days of sale.
12. Sellers will be paid after checks clear, approximately eight (8) **banking** days. Horses bought or sold will be handled in two separate transactions.
13. Auction Management will retain all registration papers and transfers until payments have been verified; i.e. checks have cleared buyer's bank, etc. Upon verification of payments, registration papers, along with properly executed transfer of ownership reports, and any other pertinent documents related to the animal purchased, shall be prepared and mailed to buyer. Those paying with CASH may receive all registration papers and other documents at that time.
14. All persons who attend this Auction do so at their own risk. The sponsor of the Auction will not assume any responsibility or liability for the loss or injury to animals, individuals, theft or mysterious disappearance, sickness, improper handling, war, terrorism or an act of God.