

# IMPORTANT NOTICES TO BUYERS AND SELLERS

Please read and familiarize yourself with the TERMS AND CONDITIONS of this sale.

You will be bound by these Terms and Conditions whether you read them or not!

Hermiston Horse Sale Extravaganza, its associates and the auctioneers' function is to bring the buyer and the seller together.

## **ALL RESPONSIBILITIES AND GUARANTEES LIE BETWEEN THE BUYER AND SELLER!**

**COGGINS TESTS** — All cataloged horses are required to have an individual negative EIA (coggins) test current within 6 months, VS FORM 10—11 - yellow copy.

**ERRORS** — Every effort has been made to assure correctness of the catalog. The sales management and auctioneers' are not responsible for errors or omissions and assume no liability on the part as to any statements verbal or written regarding horses sold, in case of typographical or other errors discovered in the printed catalog, the auctioneer will announce them. Buyers are cautioned to pay close attention to the auctioneers' announcements.

**BIDS** — The highest bidder will be the buyer and if a dispute arises between two or more bidders, the horse in dispute shall immediately be put up again for advance bids. If there is no advance the horse shall go to the person from whom the auctioneer recognized the last bid. The auctioneer will decline any bid made by parties who have defaulted in former purchases or by persons, who, in his judgement, are not responsible bidders. The consignor shall have the right to pass out or no sale his/her horse. All consignors who no sale their animal must do so prior to the animal leaving the sales ring.

**PAYMENT** — Terms of sale are CASH, CASHIERS CHECK. We now accept VISA and MASTERCARD - a 2% office processing fee will be added to all purchases — however, this fee will be discounted for purchases paid for by CASH or CASHIER'S CHECK - Personal checks only by prior approval. Payment in full must be made to the cashier immediately.

**REGISTRATION PAPERS** — All effort is made to insure that all paper work is in order. Seller's funds will be held until all paper work is complete. If the seller fails to comply within 12 months the animal will be forfeited to purchaser and all funds returned to same.

**LIMITED WARRANTIES** — The seller is the responsible party for all representations or warranties, expressed or implied concerning the condition of any horse and buyers should satisfy themselves concerning the condition of any animal they purchase. Except as otherwise announced by the auctioneer at the time of sale, the consignor of each animal represents warrants to the buyer and Hermiston Horse Sales, the following:

1. Title of the animal is free from all adverse claims to ownership, use or possession.
2. The animal is sound of eye and wind.
3. The animal is not a "Cribber," "Wind Sucker," have "Heaves," or a "Weaver."
4. The animal has not been Nerved.
5. The sex or condition as a gelding or ridgeling (cryptorchid) is as described as a colt and does not apply to any horse sold prior to July 1 of his yearling year.
6. All mares that have been spayed must be so stated.
7. The animal is not Deaf.

If any of these conditions is announced the consignor is held harmless for the condition WITHOUT WARRANTY AND WITH ALL FAULTS. Every horse is sold under this rule; therefore, no horse can be rejected by the buyer when struck off by the auctioneer, except in the event one of the above conditions is not announced by the seller in the sale ring. There is no Guarantee of any horse sold in this sale except when the owner makes a specific Guarantee. In such case right of recourse must be directed to the seller. In the event of any dispute, all information in our possession as to address and telephone numbers will be provided to both parties.

**TRANSFERS** — buyers shall be responsible for all association transfer fees — DO NOT alter transfer forms and forward all transfer forms to the proper association when making transfer.

**BROODMARES — PREGNANCY STATUS** — Sellers of mares listed as bred must provide the papers office a completed breeders certificate indicating the mare has been exposed to the stallion stated. Unless otherwise indicated by the seller, there is no guarantee that the mare is in foal.

**NAME APPLIED FOR** — Used to indicate the Breeders Certificate and necessary fees have been paid to the association to register this animal. Seller's funds will be held until papers are received in our office.

**UNNAMED** — Used to indicate the animal sells with a Breeders Certificate and it will be the responsibility of the purchaser to file the certificate and fees with the association.

**ACKNOWLEDGE OF PURCHASE** — After making the final bid, you will be asked to complete and sign the Purchase Agreement. Be sure to confirm the correct back tag number and price before signing. Please write legible and print your address clearly since this document is used for invoicing and publishing sales results.

**TITLE** — Title to and right of loss passes to the buyer when the animal is announced sold by the auctioneer. Immediately after the horse is sold and leaves the sale ring, it will be the sole risk and responsibility of the buyer. Effective from the time of purchase the buyer assumes responsibility for the maintenance and care of the animal. The buyer further agrees to indemnify and hold the consignor and Hermiston Horse Sale Extravaganza, harmless from all loss, cost and expense arising from the illness, injury or death of such animal or loss or damage to property and injury or death of persons caused by the buyer, the buyer's agent or employees, or by the animal subsequent to the time of purchase.

**REMOVAL** — Horses being removed from the sale area must have Sale Number still visible and attached to the animal and a Paid Receipt (Pink) from the sale office. Horses must be removed by noon on Monday following the sale; horses left beyond this time must be authorized by the sale office and are left at buyer's risk.

**LIABILITY** — Buyers and spectators are cautioned to be careful while on the grounds and particularly while horses are being shown or sold. All persons attending the sale do so at their own risk. Neither the owners nor any other person connected with sale assume any liability, legal or otherwise, for accidents of person or property, before, during or after the sale.

**ALL HORSES CONSIGNED TO THE SALE MUST GO THROUGH THE SALE RING** — This includes cataloged and non-cataloged horses. Horses pulled from the sale are subject to all fees and penalty of \$500.00. In case of injury or sickness (of horse or owner), cataloged horses may be withdrawn and will be re-consigned to the next Extravaganza Sale without paying any penalty. Sellers are required to supply a vet slip and video or picture to sales manager.

**ALL SELLERS CHECKS WILL BE MAILED** — Be sure we have your correct mailing address and that all transfers, etc. are properly signed. Sellers not have all paperwork in order will have payment held until such time as it is complete.



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Hermiston HORSE SALE Extravaganza

## EXAMINE HORSES PRIOR TO BIDDING