

OF IMPORTANCE TO BIDDERS AND CONSIGNORS

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SALE WILL BE CONDUCTED UNDER THE FOLLOWING TERMS
AND CONDITIONS
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In all events the Sale Company is acting only as Agent. Bidders by the act of bidding are agreeing to the terms and conditions printed herein. Consignors and their Agents who have submitted entries are obligated by the terms and conditions herein pursuant to having applied for entry of the horses in the sale.

The Sale Company or any partner, Individual or employee thereof, shall not be held legally liable for any action or suit-at-law whatsoever on the part of the Consignor, the person or persons for whom sale is held, or the Purchaser. Each animal offered will be sold under the following conditions, to wit:

TERMS – The purchase price shall be paid in full immediately after the animal is sold or the sale may be declared void at the option of the seller. All payments of purchasers must be made to the cashier of the sale in the form of U.S. currency, certified or cashier's check, traveler's check, or other form of payment approved in advance by the Sale Company. However, the Sale Company does not guarantee the solvency of any purchaser. In the event that any check or draft is dishonored for any reason, the Sale Company shall have no liability or obligation other than to deliver the instrument to the Consignor without endorsement, warranty, recourse or other obligation of any kind, and the Consignor's sole remedy shall be against the purchaser.

Upon the tender of payment by the purchaser, the cashier of the sale will issue an order for presentation to the superintendent of stalls for delivery of animals so paid for. Buyers are cautioned not to lose their orders. However, if payment is made in some form other than immediately available funds, the Sale Company shall have the option, in its discretion, to hold the registration certificate for the animal until all purchase proceeds have been finally collected by the Sale Company's bank.

Mares believed in foal must have a breeding certificate signed by owner of stallion or his authorized agent, and no mares will be accepted with season fee to follow. Certificate from Veterinary as to pregnancy and breeding condition must accompany entry.

WARRANTS – Ages, heights, marks and other matters of that character are approximated and are not guaranteed unless expressly announced. We endeavor to verify records and have them authentically stated, but bidders should examine for themselves, as the catalog statements may be in error, and only such parts of them as the auctioneer shall especially designate are warranted. In case typographical or other errors are discovered, the auctioneer will announce them and a memorandum will be kept of such corrections, which take precedence over the printed matter in this catalog. Buyers are therefore cautioned to pay attention to the auctioneer's announcement. The person or persons for whom the sale is held is the responsible party for all representations of animals. THIS SALE COMPANY is not responsible for any unsoundness whatsoever and no animal can be rejected by the purchaser for any circumstance nor for any reason, real or unreal. When the Auctioneer's gavel falls on the final bid, the animal is sold, except where a reserve bid has been placed by the Consignor.

RESPONSIBILITY – Immediately after the animal is sold it will be at the sole risk and responsibility of the buyer thereof, but possession of the animal cannot be obtained by him until payment in full has been made.

BIDS – In sums less than \$100.00, advance bids of \$10.00 will be accepted, from \$100.00 to \$500.00 bids of \$25.00 will be accepted, from \$500.00 to \$1,000.00 bids of \$50.00 will be accepted, and from \$1,000.00 and up no bids less than \$100.00. The highest bidder to be the buyer and if any dispute shall arise between two or more bidders, the animal in dispute shall immediately be put up again for advance bids. If there is no advance then the animal shall go to the person from whom the auctioneer recognized the last bid.

SPECIAL NOTICE – Purchasers are urgently requested for their own protection, to comply strictly with the foregoing, but should they fail to take advantage of the conditions, adopted mainly for their protection, they waive all recourse thereafter.

LIABILITY – Buyers and spectators are cautioned to take care of themselves while horses are being sold or shown in the sale ring. We urge all in attendance to keep clear of the arena where horses are being sold or shown, and upon failure to do so and resultant injury therefrom, the sellers disclaim all liability. Owners of farm or property where sale is being held and the Sale Company disclaim all liability. In case of accident to visitors, spectators, employees, or buyers, before, after or during the sales.

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