

Alabama Select Horse Sale Terms & Conditions

Acceptance of Terms

By participating in the Alabama Select Horse Sale ("Sale"), all consignors, bidders, and buyers ("Participants") agree to be bound by these Terms and Conditions, as well as any announcements made by the auctioneer or Sale management, which take precedence over printed material.

Governing Law

Magnolia Livestock Services, acting as the Sale Manager, is an independent contractor regularly engaged in the business of conducting consignment sales of horses. The Sale Management or any representative thereof is not responsible for any liability whatsoever, including, but not limited to, the loss, damage, injury, death, or illness of any animal, person, or property before, during, or after the sale.

All horses consigned to the sale are offered in accordance with the laws of the State of Alabama. All transactions between Buyer, Consignor, and Sale Management are governed by the laws of the State of Alabama. In the event of any legal dispute between Buyer or Consignor, Sale Management will occupy the position of Agent for a disclosed Principal and Stakeholder and will be discharged from all obligations owing to the Consignor or Buyer upon delivery of any property or funds held by Sale Management to the Court having jurisdiction of such dispute.

Bidding Procedure

The highest bidder shall become the Buyer. Any successful bidder shall sign a Buyer's Acknowledgment ('ticket'), which shall be presented by an auction clerk immediately after the purchase has been made. **Buyers that win the horse will sign a Buyer Acknowledgment Agreement.**

The right to pass-out (P.O) is reserved by the Consignor or their representative. Any such action must be made prior to the Consignor's horse departing the auction arena. Title to the animal passes to the Buyer automatically at the final fall of the auctioneer's gavel unless such pass-out (P.O.) is clearly indicated immediately by the Consignor, their representative, or the auctioneer. Sale Management and/or auctioneer(s) reserve the right to reject any and all bids.

Registration and Bidding

- **Registration:**

All buyers must register with the Sale office and provide a valid state-issued photo ID to obtain a bidder number. The Alabama Select Horse Sale reserves the right to refuse a bidder number to any person at its sole discretion. Registration to bid does not constitute a commitment to buy.

- **Use of Technology by Bidders:**

Online bidding will be broadcasted through Horse Auctions USA @ bid.horseauctionsusa.com. All bidders, including those utilizing online or phone bidding platforms, acknowledge that technology may malfunction unexpectedly. Alabama Select Horse Sale provides these services "as is" and is not liable for interruptions, errors, or other technology-related issues. Online bidders must register and provide a valid proof-of-funds letter at least 24 hours prior to the start of the Sale. Online bids are subject to a 4% fee, and phone buyers will be charged a \$100 fee per horse purchased.

- **Bidding Disputes:**

In the event of a dispute between bidders, the auctioneer has the authority to settle the dispute, and their decision will be final and binding. Disputes may result in reopening bidding solely among the disputing parties or withdrawing the horse from the Sale.

Payment and Default

- **Payment Deadline:**

All purchases must be settled immediately following the Sale. Payments must be made to the Sale cashier in the form of cash, approved personal check, certified funds, or pre-approved wire transfer.

- **Default by Returned Check:**

If a buyer's check is returned for any reason, the buyer will be deemed in default. They will have 24 hours to provide replacement funds in cash or cashier's check. A \$200 inconvenience fee will apply. Failure to cure the default within 24 hours may result in repossession of the horse and additional penalties, including a default fee of 10% of the final bid and any associated costs.

- **Defaulters:**

Buyers who fail to settle payment immediately following the conclusion of the sale or fail to meet agreed wire transfer arrangements will be deemed defaulters. The consignor will be notified and may choose to extend terms, void the sale and reoffer the horse, or retain ownership. If the consignor does not respond within 30 minutes, the Sale management may reoffer the horse, and the original sale will be considered void. Defaulting buyers will owe a 10% default fee to the Sale management and may also be held responsible for any difference in sale price if the horse is resold.

- **All checks will be mailed to consignors on the Tuesday following the sale.**

Title, Risk, and Insurance

- **Passing of Title:**

Title and risk of loss pass to the buyer as soon as the auctioneer declares the horse "sold." The buyer assumes all responsibility for the horse, and it is strongly recommended that buyers purchase insurance immediately after the sale.

- **Care of Horses:**

Buyers, consignors, and sellers agree to indemnify and hold Alabama Select Horse Sale harmless for any claims, damages, or losses arising from the care, custody, and control of the horse once sold.

Warranties and Representations

- **As-Is Sale:**

All horses are sold "as is." The Sale management and auctioneer make no warranties, express or implied, regarding the soundness, fitness, or condition of any horse.

- **Soundness Guarantee:**

Horses sold as "sound" are guaranteed by consignors unless explicitly announced "as is." This guarantee includes:

- The horse is sound in eyes and wind.
- The horse is not a cribber.
- The horse has not been nerved and does not have navicular disease.
- The sex of the horse matches the catalog description.
- Geldings are not ridgelings.
- Colts or stallions over 18 months of age have two descended testes.
- The horse does not have parrot mouth.
- Title is free of adverse claims, and the consignor agrees to defend against any such claims.

- Sale management is not responsible for misunderstandings between buyers and consignors. In case of disputes, a licensed veterinarian may assist in resolving the matter, but the ultimate resolution of guarantees lies between buyer and consignor.

Technology Disclaimer

Participants using online bidding platforms, phone bidding, or other technology acknowledge that these systems may experience errors or interruptions. Alabama Select Horse Sale is not responsible for losses arising from technology malfunctions, and participants agree to hold the Sale management harmless for any claims resulting from such issues. The Sale management reserves the right to pause, extend, or cancel bidding sessions due to technical issues.

Consignor Terms

- **Documentation:**
Consignors must provide all required paperwork, including current Coggins, health certificates, registration papers, and a signed transfer application. Incomplete documentation may result in removal from the catalog.
- **Drug Testing:**
The Sale management reserves the right to conduct drug tests for anti-inflammatory medications or sedatives at the consignor's expense.
- **Fees:**
The commission for Alabama Select Horse Sale is 10% of the final bid. A nonrefundable \$207 catalog fee applies to all consignments, covering advertising and catalog placement. A \$300 "Pass Out" fee will apply if the horse is withdrawn after entering the ring. A \$500 "No Show" fee will apply if the horse is not presented for sale.
- **All checks will be mailed to consignors on the Tuesday following the sale.**