

## **IMPORTANT NOTICES:**

**ALL BUYERS MUST REGISTER AT THE SALE OFFICE AND RECEIVE A BIDDER'S NUMBER**

ALL Bidders Must Abide by the Below:

1. A valid US Driver's License &/or other form(s) of positive US identification.
2. Proposed Method of Payment.
3. Review & Understand the Sale Terms & Conditions.
4. Examining & Inspecting any horse of interest PRIOR TO BIDDING is encouraged.
5. Listen & Understand the Announcements from the Auction Block. These announcements will take precedence over information printed in the catalog.

**THE HIGHEST BIDDER IS THE BUYER Responsibility for Purchase Begins at the Fall of the Gavel**

**MAKE ALL PAYMENTS FOR PURCHASES TO SALE CASHIER FOLLOWING PURCHASE**

Please Use Caution While on the Premises

**CHECK LIABILITY:** Any person signing a check in the State of Florida returned "payment stopped" or "account closed" or for any reason does not clear the drawee's bank will be prosecuted to the full extent of the law. Appropriate legal services will be obtained in whatever jurisdiction necessary to secure performance of any payment given as settlement and all costs, including attorney's fees incurred by the Sale Management shall be the responsibility of the party issuing such payment. No exceptions will be made.

ANY return forms of payment: \$50.00 charge

Absolutely NO credit card chargebacks are allowed.

ALL returned forms of payment including credit card chargebacks will be immediately turned over to the District Attorney's Office for collection and charges. Cost of collection, including attorney's fees will be assessed to the buyer.

## **Sale Terms & Conditions**

### **CONDITIONS OF SALE**

No. 1 Governing Law: RC Auction Co, LLC D.B.A. Ocala Horse Sale, Sale Manager, is known and recognized as sale management and 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 Florida.

All transactions between Buyer, Consignor, and Sale Management are governed by the laws of the State of Florida. 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.

No. 2 Bidding Procedure: The highest bidder shall become the Buyer. Any successful bidder shall sign a Buyers Acknowledgment ('ticket') which shall be presented by an auction clerk immediately after the purchase has been made. The right to pass-out (P.O) is reserved by Consignor or his 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 Consignor, his representative, or the auctioneer. Sale Management and/or auctioneer(s) reserve the right to reject any and all bids.

No. 3 Bidding Disputes: If a dispute should arise between or among two or more bidders, the auctioneer shall settle the dispute and his decision shall be absolute, final, and binding on all parties. In such case, the auctioneer has the right to reopen the bidding procedure and ask for advanced bids solely between the bidders having claimed the last bid. If there is no advance bid, the horse shall be sold to the bidder from whom the auctioneer recognized the final bid. If, for any reason, the bid should be reduced below the recognized bid at the beginning of such a dispute, the auctioneer may reopen the bidding to all bidders with the highest bidder becoming the Buyer regardless of whether the final bid exceeds the bid which was originally disputed.

No. 4 Title and Delivery: Title – Title passes to the Buyer automatically at the final fall of the auctioneer's gavel. At such time Buyer assumes all risk of loss. The responsibility, maintenance, care, and expenses for the horse shall pass immediately from Consignor to Buyer at the final fall of the gavel. This shall especially be the condition in the case of illness, injury, or death of any horse after it has been sold. Upon passage of title, Buyer agrees to indemnify and hold Sale Management or any

representative thereof, harmless from all loss, cost and expense arising from any or all of the following:

(1) the illness, injury or death of purchased animal;  
(2) loss or damage to property; (3) injury or death of persons caused by the Buyer, his agents, his employees or by the purchased animal. Title and all risks are assumed by Buyer whether Delivery has been made. Delivery – Delivery of a purchased animal shall be contingent upon Buyer making a full settlement to the sale cashier as described in Conditions.

No. 5 After a satisfactory settlement is made, delivery will be in the form of a Release for the horse from the auction grounds. In addition to the Release, Buyer will receive a current Coggins test, a copy of the registration papers or registration application. After Delivery has been made, Buyer shall remove the horse within the specified time announced prior to the commencement of the auction and shall be subject to any charges associated with the purchase should Buyer fail to do so.

No. 6 Settlement: Settlement for any purchase must be made in full and paid directly to the sale cashier within the specified time announced prior to the commencement of the auction. The Buyer's Acknowledgement of Purchase is not transferable without the approval of Sale Management.

Payment to any other source is prohibited and is not recognized as Settlement. All payment must be made directly to the sale cashier. Settlement for any purchase must be made for the full purchase price with U.S. Currency or with funds from a U.S. Bank in the form of certified check, travelers check, or bank check which has been verified and approved in advance by Sale Management. A valid driver's license and/or other approved forms of positive identification are required upon Settlement.

Any person signing a check in the State of Florida is liable for the full amount of the check. Any party issuing a check returned as "insufficient funds", "payment stopped" or "account closed" or a check that for any other reason does not clear the drawee's bank will be prosecuted to the full extent of the law. Appropriate legal services will be obtained in whatever jurisdiction necessary to secure performance of any payment given as Settlement. All costs, including attorney's fees, incurred by Sale Management to secure performance shall be the responsibility of the party issuing such payment. ALL returned forms of payment including credit card chargebacks will be immediately turned over to the District Attorney's Office for collection and charges. Cost of collection, including attorney's fees will be assessed to the buyer. Credit Card Chargebacks are NOT permitted.

No. 7 Defaulters: All Buyers shall be responsible for the full purchase price as stated for the horse.

Buyers who fail in any respect whatsoever to make Settlement as described in Condition No. 6 shall be declared in default. Any horse purchased by a defaulter may be resold by Sale Management. All costs associated with such resale shall be borne by

the defaulter. Should such a resale fail to satisfy in full the defaulter's balance due, the defaulter shall immediately pay Sale Management the amount of the balance owed. If defaulter fails for any reason to pay all the balance owing, the Consignor or Sale Management may bring suit against the defaulter who shall be responsible for all costs, including attorney's fees, incurred by Sale Management in collection of amounts owing or in enforcement or interpretation of the Sale Condition.

#### No. 8 Warranties:

A. Prospective Buyers are hereby cautioned and advised by Sale Management to examine horses thoroughly prior to purchasing.

B. Horses sold in our auction as SOUND are guaranteed for 48 hours!

This soundness guarantee means no crib, no weave, no lameness, no parrot mouth (overbite or underbite), sound of wind, and sight with no impairment in both eyes. The warranty also protects the buyers against blatant misrepresentation such as age and usability. If you purchase a horse sold sound and find any of the above issues, please contact us within 48 hours.

Note: The soundness warrantee is limited to horses that are not announced to be as is by the auctioneer.

Note: Failure of a flexion test alone without otherwise visible lameness is NOT sufficient to declare a horse unsound.

Note: Conformation flaws such as toeing in or out are not an unsoundness.

Note: Major blemishes or defects disclosed in the auction ring will not be covered under the warranty.

C. Ocala Horse Sale is not responsible for any discrepancies as to the age of any horse being sold Grade or Unregistered. Ocala Horse Sale depends on the consignor completely for the age and description of all horses. If a horse's age is misrepresented, (by more than a couple years), that falls under the "Blatant Misrepresentation" portion of our 48 hour Guarantee, and MUST be reported prior to the Monday following the sale, no later than 8pm. Ocala Horse Sale will be the final decision maker if a dispute should arise, and by participating in the auction, both buyer and seller agree to these terms.

D. Sale Management is not responsible for Buyer or Consignor misunderstanding. A recording will be made of the entire auction that may be used to help settle disputes regarding statements about the horses while in the auction arena.

E. All animals sold at this auction are sold with no implied warranty of merchantability or fitness for a particular purpose. The Consignor is the party responsible for all representations or warranties expressed or implied concerning the condition of any horse and buyers should satisfy themselves concerning the condition before purchasing.

No. 9 Broodmares & Stallions: No guarantees are made by Sale Management or any representative thereof regarding pregnancy status, eventual foaling, or fertility of any animal offered in this sale. Final pregnancy status on broodmares will be announced at time of sale and will take precedence over printed material in the catalog or in advertising. Any contractual agreements between owners of broodmares in the sale and owners of stallions to which these mares may have been bred are strictly between Buyer and Seller.

No. 10 Catalog and announcements:

Buyers are cautioned to pay close attention to announcements from the auction block regarding changes in the sale catalog and such announcements take precedence over printed material. The accuracy of all information in the catalog is the sole responsibility of the Consignor. It is solely the responsibility of the Consignor to verify the accuracy of such information and to make certain such changes are made public while the animal is in the auction arena. Sale Management or any representative thereof does not assume any responsibility or liability for errors or omissions or for any verbal or written statement regarding the animal sold.

No. 11 Registration Certificates:

A. Upon Delivery of purchase and prior to conclusion of the sale, Buyers are advised to determine the accuracy of original registration certificates.

B. All original registration certificates, transfer reports, and/or applicable breeder's certificates and/or registration applications will be held by the Sales management until the 48-hour Guarantee has expired, and then will be mailed to the successful buyer following complete payment.

C. Buyer will be responsible for any registration, transfer and color correction fees associated with purchase. Buyer will be responsible for any fees associated with a purchase selling on a registration application.

No. 12 Health: All horses in this sale have been required to have tested negative for equine infectious anemia (Coggins test). Out of state or other health certificates may be obtained from the Official Sale Veterinarian at Buyer's expense. Registration papers are available for viewing in the office to verify genetic testing. No horse will be turned down after purchase because of genetic traits or markers.

X-Rays and Veterinarian exams are provided online for Preferred Session consignments for PRE-Purchase use to provide buyers with as much information as possible prior to bidding. No horse will be turned down after purchase because of X-Rays, Pre-Purchase, veterinarian exams or Post Purchase exams.

The 48-hour Guarantee says the horse will travel sound within that time frame. If a dispute arises, the auction company will assess the horse's ability to travel sound and both buyer and seller agree to accept the decision.

All Sellers, Buyers, bidders and attendants voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising from or connected with this auction.

**ANY ITEM NOT COVERED IN THESE SALE CONDITIONS SHALL BE REGULATED  
ACCORDING TO THE ESTABLISHED CUSTOMS AND PRACTICES OF  
PROFESSIONAL SALE MANAGEMENT COMPANIES. ALL PERSONS ATTENDING  
THIS SALE DO SO AT THEIR OWN RISK AND ARE URGED TO USE CAUTION  
WHILE ON THE GROUNDS.**