

# SALES TERMS AND CONDITIONS

*(These apply whether you read them or Not.)*

*The MVMHC and Auctioneers act to bring the buyers and the sellers together. The seller is the responsible party for all representations or warranties. MVMHC, it's agents, or employees make no representations or warranties, express or implied, concerning the conditions of any horse they purchase.*

**Bidding:** The consignor may accept or reject the final bid. If any dispute arises between two or more bidders, the horse in question will be immediately put up for advance bids. If there is no advance, the horse shall go to the person from whom the Auctioneer recognized to be the last bidder. The Auctioneer will decline any bid made by persons who, in his judgment, are not responsible bidders. Title passes at the fall of the Auctioneer's hammer, at which time all risk and responsibility for the horse passes to the buyer.

**Buyer's Payment:** Buyers shall pay for the horse(s) prior to the conclusion of the sale by one or more of the following means. Cash, approved personal check (with a letter from your bank guaranteeing payment), money order, cashier's check, or traveler's check (**U.S. funds only**). Checks are to be made payable to MVMHC. There is a \$75.00 service charge on all bad checks (NSF, Stop Payment, etc.).

**Disputed Cases:** In all disputed cases, the Auctioneer shall have the sole right to appoint an expert who shall decide the point at issue. His decision shall be binding on both buyer and seller. The party against whom a decision is rendered shall pay the cost for the expert so appointed, with the expert to allocate the cost in the event of a compromise decision. Any dispute shall be resolved pursuant to the laws of the State of Illinois.

**The Sales Management or Auctioneer:** is authorized to decline any bid by intoxicated or disorderly parties, or by those defaulted on former purchases, or by anyone who in their judgement is not a reliable or responsible party. These parties may also be asked to leave the sale grounds.

**Ages, heights, markings, and physical conditions:** are approximated and not guaranteed. At this sale, it is the responsibility and obligation of the buyer to examine the horse before bidding. All sales will be final.

**Errors:** If typographical or other errors are discovered, the Auctioneer will announce them and a memorandum will be kept of such corrections which will take precedence over the printed catalog. Buyers are therefore cautioned to pay attention to the Auctioneer's announcements..

**Registration:** Horses are registered with the American Morgan Horse Association. The seller guarantees the identity of each horse as it appears on the registration certificate. **Transfer of ownership will be the responsibility of the buyer. (If paid for by check, registration papers will be mailed to the buyer once the check has cleared.)**

**Withdrawal:** MVMHC reserves the right to withdraw any horse from the sale at any time.

**Stabling:** All horses must be removed from the Fairgrounds by 12:00 noon, Sunday March 30th, 2008 unless other arrangements have been made.

**Warranty:** Unless otherwise announced at the time of sale, there is no implied or expressed warranty on any horse or tack sold. All horses and Tack are sold as is, where is. All sales are final.

**Liability:** MVMHC and the Illinois Department of Agriculture, Illinois State Fairgrounds are not responsible for any accidents or loss to persons or property.

**Coggins Test:** All horses **MUST** have a **negative Coggins** test done within the **last 12 months** (6 months for Canadian buyers).

**Health Certificate:** All horses **MUST** have a health certificate dated within the past 30 days.

**Illinois Permit Number:** All out of State horses **MUST** have an Illinois Permit number to enter the State of Illinois. (You can get this permit number by telephone, at (217)782-4944 available around the clock).

**Stall Bedding:** All Horses must have bedding supplied by the consignor. **NO STRAW**