

Conditions of Sale

1. All horses offered at auction are offered in accordance with the laws of the State of North Carolina, and the laws of the State of North Carolina, shall govern all transactions related to this auction.
2. Each horse offered in this sale will be sold "AS IS", with all faults, conditions and defects, if any. Horses sold shall be without warranty, expressed or implied, as to soundness, condition, merchantability, or fitness for any particular purpose.
3. Every effort has been made to ascertain correct information, and to print the same in the Sale Catalog; however, the Sales Management neither assumes nor accepts responsibility for errors, omissions, or misstatements contained in the Sale Catalog. .
4. The auction sale is "an auction with reserve", that is, the owner shall have the right to establish a reserve, a price under which the horses will not be sold. Some will be sold with no reserve and that will be noted in catalog.
5. Horses shall be sold to the highest bidder, subject to condition number 4.
6. Upon the winning bid, risk of loss and responsibility for the horse shall be upon the buyer.
7. Buyer agrees to issue payment directly to seller within 24 hours as satisfactory settlement for the horse or horses purchased. Paypal transactions can be made with a 4% fee, added to the final sale price.
8. Buyer agrees to hold the Sales Management, the AMHA and their agents and employees, harmless from all losses, costs and expense, having to do with or rising from illness, injury or death of any animal offered or purchased, and any loss or damage to property and injury to persons, including death, caused by buyer, buyers agents, representatives or employees, or by the animal, following buyers purchase of an animal.
9. Buyer or buyers designated representative shall take possession, care, custody and control of any animal purchased, within two weeks of purchase.
10. Notwithstanding, delivery of the horse purchased to buyer, Sales Management will retain all registration papers and transfers until payments have been verified, i.e. checks have cleared buyer's bank, etc. Upon verification of payment, registration papers, along with properly executed transfer of ownership reports, and any other pertinent documents related to the animal purchased shall be prepared and mailed to the buyer.
11. Settlement by buyer, or buyer's representatives, shall be made to the seller ONLY. Payment to anyone other than the designated seller shall not be considered as settlement. Settlement for full purchase price on each horse purchased shall be in the form of U.S. currency, certified check, traveler's check, personal check or by Paypal (with 4% fee added to sale price). **ALL BUYERS AND PROSPECTIVE BUYERS MUST ESTABLISH BUYER IDENTIFICATION PRIOR TO SALE.**
12. Buyers who fail in any respect whatsoever to pay for horses, as provided in the Conditions of Sale and/or settlement procedures shall be declared in default. Any horse, for which full and complete settlement is not made, may be re-sold without notice to buyer, the cost of re-sale to be borne by buyer. In the event of a re-sale, based on buyer's failure to complete settlement, buyer shall be obligated to pay Sales management all expenses incurred in re-sale, together with any deficiency in the price obtained upon re-sale. Sales Management and/or owner shall have the right to bring suit against a defaulting buyer, in which event; buyer shall be responsible for all cost, attorney fees, expenses and loss incurred or resulting from buyers default or enforcement of the obligations of buyer incurred by executing a bid acknowledgement.
13. All horses sold under \$1000.00 Buyer may be responsible to pay for Coggins and Health papers. The horse can remain at seller's farm free of charge for two weeks while shipping is arranged, after the two weeks board will be \$7.00 per day. All horses consigned by ALOHA may remain at Aloha for 30 days, free of charge.

Bidder name: (please print) _____

Bidder signature: _____

Date: _____ / 2015

Credit Card # _____ - _____ - _____ - _____ Ex Date: _____ CVC Code: _____

Billing zip code: _____

PHONE NUMBER _____