

TERMS & CONDITIONS

Notice: Buyers are hereby cautioned to read these Terms and Conditions carefully and become familiar with them. If you buy a horse at this sale, you are bound to these terms and conditions

1. All horses are offered for sale according to the laws of the state of California. The right to bid is reserved by the seller unless otherwise announced.
2. **Warranty.** All horses are sold "as is". It is the buyers responsibility to examine each horse and be aware of their physical condition. All horses are sold by the consignor without warranty and with all faults.
3. **Announcements.** Buyer is bound by all announcements from auction podium at the commencement of the sale and at the time of sale of each individual horse. Announcements of any correction to the catalog will be made from the auction podium and take precedence over anything printed in the catalog.
4. **Right to Inspect.** Any buyer in this sale, acknowledges that he has had the opportunity to inspect and examine by veterinarian or otherwise each horse that he has purchased and hereby accepts any horse he purchases with all defects and conditions "as-is" except those which are specifically warranted in these conditions by announcements from the auction podium.
5. **Vet Check.** You have the right and are encouraged to have a veterinarian of your choice examine any horse offered in the auction, prior to sale time.
6. **Bidding.** The Highest bidder is the buyer. If any dispute arises between or among two or more bidders, the animal in dispute shall immediately be put up again for bid. If there is no increase in the amount bid, the animal will go to the highest bidders from whom the auctioneer recognized the last bid. In any dispute the auctioneer has sole authority and his decision is final.
7. **Title.** Title to and the risk of loss passes to the buyer when the animal is announced "sold" by the auctioneer. All buyers will sign and legibility fill out an acknowledgement of purchase brought to them by a ticket runner. Effective immediately from time of purchase the buyer assumes complete responsibility for the maintenance and care of the animal, feeding and watering (including buckets).
8. **Payment.** Terms of sale are cash, cashiers check, travelers check or personal check with proper identification.
9. **Registration Papers.** Sale Management will send the registration papers with transfers to the appropriate breed association after the purchase checks clear the bank (or 21 banking days) Buyers may receive the registration certificate from the breed association between 6-8 weeks from time of sale. Buyers will pay current, appropriate transfer fees.
10. **Default.** Any person giving insufficient check or stop payment on a check or draft will be prosecuted. Transfer of ownership on any animal in not nor will be complete until full payment is made to the Sale Company. The failure of any buyer to comply with these terms and conditions will constitute default by the buyer. At any time after the buyers default the sale company or the consignor will have the option without notice to the buyer to (a) cause the animal which is the subject of the default to be resold at public or private sale and any deficiency together with expense of such re-sale will be paid by the buyer; or (b) compel the defaulting buyer to pay the purchase price of the animal; or (C) maintain an action for damages arising from such default. All accounts not paid within ten (10) days after demand will bear interest at a rate of 18% per annum. All court costs, filing fees, expenses of collection (including reasonable attorneys fees) and all expense of insuring, maintaining, transporting, or selling any animal incurred by the consignor or Dave Hammond Auctions, arising from the buyers default, will be paid by the buyer.
11. **Broodmares and foals.** All foals sold at the side of their dam will be guaranteed to be sired by the stallion as indicated. Broodmares will be guaranteed to have been bred to the stallion as indicated. Unless otherwise announced, all bred mares will be pregnancy checked. Final breeding dates will be made available.
12. **Catalog Errors.** We have made every effort to ensure that the catalog is accurate. However, Sale Management, does not assume any responsibility for errors in the catalog.
13. **Sales Tax.** Will be charged and added to the price of all horses purchased unless a bonafide resale number is presented or said animal is purchased by an out of state buyer and transported out of state by a licensed transporter.