

Spring Spectacular Horse Sale **Terms and Conditions**

Terms & Conditions:

The Spring Spectacular Horse Sale is an event held by Spring Spectacular Horse Sale LLC. Spring Spectacular Horse Sale LLC, its employees, affiliates, agents, associates including the auctioneer functions only as agents to facilitate the buying and selling of individual horses by arranging an event whereby horse owners can show and sell their horse, and purchasers can bid to purchase. The purpose and function of the Spring Spectacular Horse Sale LLC event is solely to bring Buyers and Sellers together for the purpose of completing the sale of a specified horse and is in no way responsible for buyer/seller errors, omissions, disagreements, or misunderstandings.

Spring Spectacular Horse Sale LLC acts as a selling agency only and is not responsible or liable for any actions of either the buyer or seller, whatsoever, including, but not limited to, the loss, damage, injury, death or illness of any horse, person, or property before, during or after the sale.

Any participation in Spring Spectacular Horse Sale event organized by Spring Spectacular Horse Sale LLC by any individual, entity, company, buyer, consignor, or bidder binds you to the agreement of these Terms and Conditions. Participation in the event is an acknowledgement and consent to these Terms and Conditions.

Sellers must complete a Consigners Entry Form and Agreement. Every Seller/Owner must have owned each horse entered into this event for at least one year prior to the date of the event. All ownership documents must be in order prior to the event and each horse must be fully marketable and transferable.

All catalog entrees must be submitted by April 1, 2025. Horses will be sold as Registered only if original registration papers and a current transfer are supplied to Spring Spectacular Horse Sale LLC prior to the day of sale. Horses without such required paperwork will be sold as Grade.

Every Seller/Owner is required to have negative Coggins Test and valid Health Certificate upon check-in. Coggins paperwork should be the original copy supplied by your veterinarian. If you use GlobalVet Link, a full-page printed copy with the veterinarian's signature will be acceptable.

Every horse listed in the sale catalog must pass through the sale ring and all monies pass through the office. No alley trading is allowed. If a Seller is approached while on the grounds of the event, Seller must immediately contact a representative of Spring Spectacular Horse Sale LLC. All pass-outs or no-sales must be declared as soon as the gavel drops and before the horse leaves the sale ring. Once a horse leaves the sale ring, all sales are final. Spring Spectacular Horse Sale LLC charges a fee of 150.00 for every pass-out and no-sale. No refund of the catalog fee will be made on pass-outs and no-sales.

Every horse sells to the highest bidder. The auctioneer has the final say as to any and all bid disputes. All auctioneer decisions are final. The auctioneer reserves the right to reject any or all bids.

Spring Spectacular Horse Sale LLC charges a commission of eight percent (8%) of the selling price of each horse as determined by the auctioneer.

Prospective buyers must register with picture identification and sign a Buyers Agreement acknowledging and consenting to all terms and conditions before receiving any Buyer bid number. Acceptable payment for sale purchase is cash, personal check (with Bank Account Verification provided in advance), or credit/debit card (Buyer will be charged a 3% convenience fee). US Funds Only. Payment in full must be made to "Spring Spectacular Horse Sale LLC" during or immediately after the sale. No exceptions. Any checks returned for insufficient funds or denial of credit/debit card charges will be prosecuted to the full extent allowable by law.

Prospective buyers are encouraged to pre-inspect and are cautioned to carefully examine any horses thoroughly before bidding or purchasing. Buyer are solely responsible for conducting any presale inspections and performing their own due diligence!

Buyers are instructed to pay close attention to announcements made from the auction block as they take precedence over printed material.

All horses sold at this event are "AS IS". There is no warranty expressed or implied is given by Spring Spectacular Horse Sale LLC or any of its associates, employees, affiliates, agents, or representatives as to the performing soundness, condition, merchantability or fitness for any particular purpose of any horse

offered in the sale. Any representations made by the Seller are individually between the buyer and seller. Spring Spectacular Horse Sale LLC has no liability, responsibility, as to any agreements made between any Seller with any Buyer.

Title transfers immediately to the Buyer at the final winning bid and drop of auctioneer's gavel. Title transfer includes all risk of loss including but not limited to illness, injury, or death of the horse. At title transfer, Buyer assumes all responsibility for the care and maintenance of the horse, for any loss or damage to property, and for injury or death of persons caused by the horse, buyer, or buyer's employees. Buyer agrees to hold harmless Spring Spectacular Horse Sale LLC for any such loss or damage.

Buyers are encouraged, but not required to obtain Full Mortality Equine Insurance on horses upon purchase. Spring Spectacular Horse Sale LLC has arranged for an independent insurance agent to be in attendance at the sale event.

Tyler Holland
Equine Insurance
(406) 684-5264

All horses **MUST** be paid for on the day of sale. Seller shall **not** release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified by Spring Spectacular Horse Sale LLC and all fees and expenses have been paid. Buyer is solely responsible to check registration, transfer papers, and any additional paperwork at time of settlement. All horses must go through checkout before leaving property of sale.

Spring Spectacular Horse Sale LLC and its employees, agents, and affiliates are **not** responsible for misrepresentations of horses in marketing, including, but not limited to, verbal, digital and print. Spring Spectacular Horse Sale LLC and its employees, agents, and affiliates, including auctioneers, are not responsible for any errors or omissions and assume no liability as to any statements – verbal or written – regarding horses sold.

All Persons attending this sale do so at their own risk. Spring Spectacular Horse Sale LLC, its employees, agents, and affiliates, or any other person connected with this sale event assumes any liability, legal or otherwise for any accidents, injuries, loss, or damage to persons or property, before, during or after the sale.