

EQUINE CONNECTION ONLINE ONLY SALE

Buyer's Terms & Conditions

Bidding

New Bidders are required to provide bank contact information, and bank account number (last 4 digits) so we can verify your account in order to obtain a bidder number. By placing a bid, bidder realizes that all bids are a legally binding contract and no bids can be deleted or retracted. Attempts to retract a bid or failure to do so will result in legal action. Any bidders with the high bid will win the lot and be expected to pay the seller in full for their bids placed. Buyers who fail in any respect whatsoever to pay for any livestock under these terms shall be declared in default. Any livestock purchased by default may be resold by seller at public or private sale without notice for buyer's account. Costs of such resale will be those of the defaulter. Should such resale fail to satisfy the defaulter's account in full, defaulter will immediately pay to seller, the amount owing (difference of defaulter's invoice) or be subject to legal suit. The defaulter will be responsible for all costs, including attorney's fees incurred by seller or MM Auction Services, LLC in collection of amounts owing for livestock purchased, or in enforcement or interpretation of this term of sale. All Sales are Final! By placing a bid, bidder agrees to all of the terms and conditions set forth by MM Auction Services, LLC and acknowledge and affirm that you have read and agree to abide by all terms and conditions.

Please know that all online bidders are required to be registered by noon the day before the sale opens for bidding. Any online bidders trying to register after this deadline, are not guaranteed to bid. All bidders must be at least 18 years of age. The highest bidder is the buyer. If any dispute arises between or among two or more bidders, sole authority to settle the dispute as he sees fit is reserved by the auctioneer and the decisions shall be final. Seller reserves the right to set a reserve sale amount on his/her horse. By doing so, the software will bid against bidders up to the reserve. The auctioneer reserves the right to reject any or all bids. The auction company completes sale of a horse at the fall of the gavel. We reserve the right to refuse bidding to anyone and ban any bidders from our software. Online bidding is provided by our company, MM Auction Services, LLC. Go to Premieronlinesales.com and you can find it under current auctions at that link. Click on "[Buyer Resources](#)" to get started or call with questions. Once we have verified your accounts with your bank, we will send you an "approval to bid" email. Watch for emails in your spam folder.

Bidders Guarantee: Bidders guarantee to not request x-rays, vet exams, or any images or content from any vet AFTER purchasing a horse. Bidders guarantee to get all exams and images needed from a vet PRIOR to bidding or registering for this sale allowing them to have the confidence prior to the horse selling in order to bid. Bidders guarantee that when they click to bid online, they will pay the fees listed below if they determine they "didn't mean" to bid or determine it to be an accident. If you click to bid online, you are entering a legal binding contract. It doesn't matter whether you bid accidentally or someone else bids for you under your account. Bidding and winning but not paying for the horse will result in fees due for loss of income to both the seller and MM Auction Services, LLC. The buyer agrees to pay the following

fees in full and due to MM Auction Services, LLC and the seller within 24 hours of auction ending or \$100/day late fee will applied for both MM Auction Services & the seller & will be included on the final invoice:

- 8% of the determined sale price to MM Auction Services for loss of income & distress
- 2% of the determined sale price to MM Auction Services for pain & distress
- \$100 registration fee to the seller for loss of income & distress
- \$500 advertising fees to the seller for loss of income & distress
- \$10,000 training fees to the seller for loss of income & distress
- OR the full price of the horse which bidder determines when bidding

Payment

Payment in full is required to be made to the seller of an animal in any Equine Connection Online Only Sales within 24 hours by wire transfer only. Seller is required to contact the buyer immediately following the sale. Seller will provide wiring instructions via email to the buyer. MM Auction Services will be emailing an invoice to the buyers so they know the total sale amount due to the seller. MM Auction Services is a pass-through agency and does not hold collect any funds or hold funds for guarantees, returns or refunds of monies paid on animals purchased at auction from the seller.

Private Sales

Absolutely no private sales leading up to or following the sale. All animals registered to the online auction are required to sell online. Any animals not meeting their reserve but selling within 48 hours of the online sale closing are required to report it to the office and pay an 8% software fee. We will leave it up to the integrity of the seller to make sure this happens so the seller will be welcome to sell at any of our future sales.

Paperwork

- **Negative Coggins** – Sellers are required to have a current 6 months coggins on all animals sold and send with the buyer once horse is picked up and paid for in full.
- **Health Inspection** – Seller agrees to get a health inspection within 48 hours of the animal selling with new buyer name and address listed.
- **Brand Inspection** – Seller agrees if they are from a brand inspection state to get a brand inspection within 48 hours of the animal selling with new buyer listed on the brand inspection.
- **Registration Papers** – Seller agrees to have the original registration papers including a signed transfer ready to send with the animal to the new buyer.

Reserve

Seller reserves the right to include their reserve price (if they have one) when registering their animal to the bidding platform. Buyer understands the software will bid against bidders up to the seller's reserve price or the animal will not sell.

Shipping

All sellers are required to have shipping options available for the buyers. Be prepared to offer shipping names and numbers to the buyers. Sellers can also transport their horses to the new buyers for an additional fee. Note: shipping expenses are not included in the sale price of the animal. A great resource for equine transportation is Branded A Equine. Their contact information is Tonya @ (405) 780-2443 or email brandedaequine@gmail.com. MM Auction Services is not responsible for making transport arrangements but can help with options. It's the buyers responsibility to finalize transportation for their new horse and pay for that separately.

Insurance

We highly recommend that all sellers encourage the buyer to purchase equine insurance from the time they purchase the animal. Buyer understands that the seller is no longer reliable for any injuries or sickness the animal may incur from the time of sale to arriving at the new buyer's place of residence. A great resource for equine insurance is Ingram Insurance. Contact information is Jenifer @ (877) 437-0300 or email jenifer@ingraminsuranceagency.com.

Care & Pick-Up

Buyer assumes full ownership and responsibility of the animal from the time it is sold. Seller is required to care for the animal for a maximum of 5 days until transportation is arranged for pickup. Seller has the right to charge a daily feeding and care fee for every day after bidding closes and charge more daily after the 5 day maximum. All fees are subject to the sellers discretion and are retrieved by the seller.

Seller's Guarantee

Seller consents to list any cosmetic blemishes that do not affect the animal's soundness (scars, chewed tail, cinch sores, bumps, pregnant, etc.) in the description of the animal. All animals selling are willing to provide a Pre-purchase exam for buyer's veterinarians to view prior to sale day in order for the buyer to make their own judgements of whether to purchase the animal or not. Seller understands and agrees that MM Auction Services is not responsible to perform any inspection or to independently confirm or verify the soundness of Seller's animal. Seller understands and agrees that MM Auction Services LLC is unaware of the condition of Seller's animal, and therefore is relying solely upon representations made by Seller regarding the condition of the animal and that the animal is sound in order to advertise and market the stated condition of the Seller's animal before and during the sale. This soundness guarantee is between buyer and seller only and does not include any other persons, and Seller agrees to indemnify, release and hold harmless MM Auction Services LLC, Premier Online Sales, and Colby or Codi Gines to and from any claims, liability or damages which may be asserted by buyer of the animal on account of any breach of warranty, breach of promise or alleged misrepresentation. All soundness guarantees do not apply to or include any time period following the sale including transportation. Buyers are encouraged to purchase insurance to protect their investments. Shall any soundness disputes arise; the buyer must contact the seller and settlement of the dispute shall be exclusively between the two of them. If the animal is determined not to have the alleged defect, the sale of said animal is valid and enforceable and buyer assumes all costs of examination, treatment, and sale purchase price. Soundness does

not guarantee pass of an examination by any vet or seller following the sale. Buyers are to ride and visit the animal before the sale giving them confidence they need to bid come sale day. If they want additional x-rays, they need to have them completed before the sale at their own expense. Solely, the seller of each animal represents and warrants to the buyer, Colby & Codi Gines, Premier Online Sales, and MM Auction Services LLC to include but not limited to the following:

- Title of the animal, free from all claims of ownership
- Sound of limb, eyes, and wind unless stated otherwise
- Be exactly what they represent them to be.

By registering an animal for online bidding to MM Auction Services, LLC DBA Premier Online Sales, Seller grants MM Auction Services the EXCLUSIVE RIGHT TO SELL the animal through online bidding subject to the above provisions and agrees to all terms and conditions. MM Auction Services does NOT allow substitutions or replacements once an animal has been registered, entered online, or after registration/advertising fees are paid. Seller agrees to not privately sell the animal. To withdraw your original registered animal from Premier Online Sales, it must be injured or sick, provide a vet release, and submit injury/sick videos to waive the scratched/no show fee.

Pre-purchase Soundness Exam & Images

Consignors are highly recommended to provide a pre-purchase soundness exam including images. X-rays recommended are AP and Lateral radiographs of the navicular as well as Skyline Navicular views.

- Buyers understand that if they want any additional images not offered of horses or a pre-purchase exam of their own, they will have those done BEFORE the sale at buyer's expense.
- Pre-purchase exam should include but is not limited to 6 images listed above and a full [veterinarian soundness examination](#) plus any other x-rays deemed necessary by the veterinarian.
- Consignors are required to email all images and exam to us no later than before the sale starts closing. Images and exam will be posted on individual horses online bidding profile.
- The deposit and inspection of X-rays, and access to view them are subject to our Pre-purchase exam Terms & Conditions listed on our website. All buyers accept the Pre-purchase exam terms and conditions when accepting these terms and bidding at sale.
- Each buyer is encouraged to instruct their registered veterinarian to inspect the X-rays for each Lot and physically inspect each Lot prior to the purchase thereof. As provided in the Standard Conditions of Sale contained in the Sales Terms & Conditions on our website, each Lot purchased is purchased, at the fall of the hammer, with all defects and deficiencies, latent and patent, subject to the exceptions set out in the said Standard Terms and Conditions of Sale, or, announced prior to the sale of a Lot. The Buyer acknowledges that it is his/her sole responsibility to determine the quality, accuracy and completeness of the Pre-purchase Exam and to obtain independent advice with respect thereto from a registered veterinarian.

Buyers Fees

- No Buyer's Premium
- Taxes and fees if any, are the responsibility of the seller depending on what state they sell and collect payment from.

Warranty

There is no implied warranty made by auctioneer or Sale Company as to the merchantability or fitness for a particular purpose of any animal in the sale. The seller is the responsible party for all representations, warranties, and guarantees expressed or implied concerning the condition of any animal. The sellers agree to hold MM Auction Services LLC, Colby & Codi Gines, & Premier Online Sales harmless from all loss, cost and expense arising from illness, injury or death of such animal, or loss or damage to property, and injury or death of persons, caused by themselves, their agents, or employees, or by the animal, subsequent to the time of purchase.

Liability

Buyers, sellers, and spectators are cautioned to exercise care if they choose to try the animals prior, during, or after the sale of said animals. Buyers, sellers, and spectators are cautioned to enter premises at their own risk according to the laws of the State in which the animals reside. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Colby & Codi Gines, Premier Online Sales, MM Auction Services, LLC; its principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or government agency upon whose property this activity is conducted, shall not be liable for injuries sustained by anyone prior, during, or after the online sale. MM Auction Services, LLC & its associates act as AGENTS ONLY by providing the bidding software and are not responsible for buyer/seller error or misunderstanding. All guarantees are strictly between the buyer and seller. All information distributed is provided by the seller and MM Auction Services is not liable for any misprints or distribution and advertising of said information. All animals are sold "AS IS, WHERE IS". In further consideration of registering an animal for online bidding, I agree to indemnify and defend, MM Auction Services, LLC DBA Premier Online Sales, Colby & Codi Gines, their agents and associates, from all injury, loss of equipment, loss of animal or damages to myself, my animals or damages or injury to others lien property from my animals, by entering this animal for online bidding whether by negligence, breach of warranty, or any misrepresentation which is alleged to have been made about the soundness of any animal sold through online bidding. If any claim or dispute is asserted or arises over the sale or registration animal for online bidding of any lot or animal sold at auction, it is agreed that venue for any dispute shall be resolved exclusively in the courts in the State of Wyoming, and that Wyoming law shall control this transaction or any claims or disputes which arise direct or indirectly out of this transaction in all respects. I verify that all photos submitted to MM Auction Services LLC have full permission to be used for advertising and are free and clear from all photography copyright laws. The undersigned by executing this instrument delivers said property to MM Auction Services LLC and declares themselves owner or legal agent and authorizes the sale thereof at public online auction for his/her account according to its usual custom and represents the registered animal

for online bidding is clear of all encumbrances unless listed above and may be legally sold. I verify that I have read the above information/terms & conditions in full and hereby agree to be bound by them.