

Nebraska Thoroughbred Breeders Association PO Box 2215, Grand Island, Nebraska 68802
2024 Autumn Breeders Mixed Auction

Bidders Notices and Authorization Form:

This sale is conducted in accordance with, and all acts of interested parties and/or claims by them shall be governed by the following;

Conditions of Sale:

1. **Applicable Law:** all horses in this sale are offered according to the laws of the state of Nebraska. Any horse offered in this sale is sold with all defects. The right to bid, as provided under law, is reserved for all consignors unless otherwise announced.
2. **Bidding Procedure:** the highest bidder shall be the buyer excepting a preset reserve price by the consignor. The successful bidder shall forthwith sign the Purchase Acknowledgement. Should the Purchase Acknowledgement not be presented to him/her for signature prior to commencement of bidding on the next lot offered, he/she shall forthwith identify him/herself to auctioneer as the purchaser, and sign Purchase Acknowledgement when presented. Right of purchase of successful bidder is not impaired in case of signing of Purchase Acknowledgement by another, provided that such bidder acts in accordance with this Condition of Sale and Condition of Sale 3 below.
3. **Bidding Disputes:** should any dispute arise between or among two or more bidders, the auctioneer shall forthwith adjudicate the dispute and his decision shall be absolute, final and binding on all parties. Bids received after fall of hammer are not grounds for dispute. Bids acknowledged by bid spotters employed by the auctioneer are recognized as if tendered by auctioneer, but in case of dispute, the bidding on the horse shall be forthwith reopened for advance bids and if there is no advance, the horse is sold to the person from whom the auctioneer recognized the last bid. In case of any dispute advance bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of dispute, then the bidding is reopened to all bidders regardless of whether or not the final bid exceeds the bid which was disputed. The auctioneer reserves the right to reject any or all bids.
4. **Title Risk and Delivery:** Title passes to purchaser at fall of hammer, at which time he/she assumes all risk and responsibility for the horse. Purchaser or his/her representative shall take case, custody and control of the horse immediately at the fall of the hammer and such taking shall constitute delivery of the animal which shall be contingent upon purchaser presenting him/herself to the cashier to make settlement. Purchaser must so present him/herself within thirty minutes of conclusion of the sale at which time delivery will be made in form of a "Gate Release" for the horse, provided that purchaser satisfactorily makes settlement. After delivery, purchasers shall remove horses promptly, and shall be subject to stable charges should they fail to do so.
5. **Terms for Settlement:** Purchasers must make settlement with Cashier. Payments to others, including consignors or their representatives are not recognized as settlement. Purchasers shall make settlement within thirty minutes of conclusion of the sale for the full purchase price plus applicable state sales tax. Such settlement to be in the form of United States Currency or approved bank check, certified check or traveler's checks.
6. **Defaulters:** a purchaser who fails in any respect whatsoever to pay for horses as provided above shall be declared in default. In the event of default, the horse may be resold by the auctioneer or the Nebraska Thoroughbred Breeders Association in a commercially reasonable manner, cost of such resale to be borne by defaulter. Should such resale fail to satisfy the defaulters account in full, defaulter shall pay forthwith the difference in the amount owing, failing which the auctioneer or his designee may bring suit against defaulter;

BIDDER # _____

should the auctioneer or his designee prevail, defaulter shall pay all reasonable attorney's fees and costs of such litigation.

7. **Catalogue and Announcements:** the auctioneer and the Nebraska Thoroughbred Breeders Association are not responsible for any statement made by the consignor in this catalogue or from the auction stand concerning horses listed herein for sale, nor for any warranties expressed or implied on their behalf. Horses listed in this catalogue are sold with their engagements listed herein or announced from the auction stand at time of sale, such information being as represented by consignor, to whom only shall purchaser look for redress in case of error or omission. The Nebraska Thoroughbred Breeders Association will endeavor to have all catalogue information correctly stated but the consignor is responsible for correction of any errors or omissions.
8. **Agents:** all agents purchasing horses for clients and/or consignors shall make known to the cashier the name of their principals and shall sign an agent's authorization slip with the cashier.

All Purchases are subject to Sales Tax which will be collected at time of settlement unless presented with a valid Nebraska Form 13.

Successful bidders are responsible for the care, feed, water and hay for the horses they purchase at the fall of the hammer. All horses must be removed from the sales premises by 5 pm October, 30, 2024. The Nebraska Thoroughbred Breeders Association and their designees are NOT responsible for any horse on the grounds.

There is NO Warranty expressed or implied as to any conditions of any horse including but not limited to the racing soundness, merchantability, or fitness for any particular purpose of any horse offered in this sale. All Horses are Sold "As Is" with all existing conditions and defects.

I represent that I have read the foregoing terms and conditions of sale and accept them. I have signed this contract with full and complete understanding thereof. I understand that this is a legally binding contract.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Driver's License Number: _____ State Issued: _____

Date of Birth: _____ Expiration Date of License: _____

Signature of Bidder: _____ Date: _____