

## TERMS OF SALE

1. The terms of this sale are cash or cheques payable at par at the sale location. The right of property does not change hands until full settlement is made. SAS reserves the right to require a certified cheque before any horse is released. All settlements must be made before any animal is released.
2. The Seller has the responsibility to announce defects, they know of, in their horses that may affect the soundness of the horse for the purpose they are advertised for.
3. All horses sell as sound unless otherwise stated. Any observed illness, injury or defect will be noted and announced from the auctioneer's stand prior to the sale of the horse. A vet check is at the discretion of the Seller. This will be at the Seller's expense.
4. SAS does not offer guarantees of any kind as to the soundness or condition of the horses offered. Right of recourse must be directly to the seller and not through SAS.
5. It is clearly understood that SAS is acting as an agent between buyer and seller and is not responsible in any way for any failure by either party to complete their transaction.
6. Every effort has been made to verify correct information and to include this in the Sale Catalogue, however SAS and Auctioneer neither assumes nor accepts responsibility for errors, omissions, or misstatements in the Sale Catalogue. Announcements at sale time will take precedence over material in the catalogue.
7. SAS encourages all buyers to communicate with consigners to have better knowledge of their prospective purchase.
8. All animals are offered for sale, no reserves will be accepted.
9. The Auctioneer's decision is final. In the event of a dispute, the Auctioneer will recognize his bidder, and the other party must advance the bid or the bidding will close.
10. As each horse is sold, a Purchase Agreement will be handed to the buyer for signature. The horse becomes property of the buyer upon signing this Purchase Agreement and buyer assumes responsibility and expenses for a horse after signing the Purchase Agreement.
11. All sellers will provide a halter and lead rope with each horse.
12. Transfer of ownership is the sole responsibility of the buyer. Delivery is the responsibility of the buyer.
13. Boarding arrangements can be made at the SAS grounds. Bedding will be provided however, buyers will supply their own feed. The horse must be removed from the SAS grounds by 8:00 pm on Monday, June 6<sup>th</sup>, 2011.
14. A brand inspector will be provided. Horses must have a brand clearance before they may be transported and leave the grounds.
15. GST will be added to all purchases.
16. Commission will 5% of the last dollar bid.
17. Any person attending the Sale does so at his/her own risk.