

SALE TERMS AND CONDITIONS

PROSPECTIVE BUYERS PLEASE READ CAREFULLY!!

All purchases through this sale are bound to the terms and conditions set forth herein, whether buyer has read them or not. Please take the time to read and become familiar with them, and be aware that all transactions in this sale are governed by these terms and conditions. The failure of any buyer to comply with the terms and conditions set forth here will constitute default by the buyer.

1. All horses are offered for sale according to the laws of the State of California. There is no representation or warranty expressed or implied by the Auctioneer Eric Duarte, Nick Dowers, Sale Staff, FRC students as to soundness or fitness for any particular purpose of any horse offered in this sale. Feather River College Foundation is the responsible party for all representations concerning the condition of any horse.
2. Effort has been made to assure correctness of this catalog. However, Feather River College Foundation and auctioneers will not assume responsibility for errors or omissions. Announcements in the ring take precedence over printed information. **PAY CLOSE ATTENTION TO THE ANNOUNCEMENTS.** Buyer is bound by all announcements from the auctioneer stand at the commencement of the sale and at the time of sale of each individual horse.
3. The highest bidder is to be the buyer. If a dispute should arise between bidders, the disputed horse will immediately be put up for bid again. In any dispute, the auctioneer has sole authority to settle the dispute and his decision is final. Feather River College Foundation reserves the right to waive the sale of a horse **BEFORE** it leaves the ring.
4. Feather River College Foundation will have a veterinarian perform a health and soundness exam on the sale horses within five days of the sale. At this time, a veterinarian will issue a certificate of soundness and health as of the date of the examination. This certificate of soundness and health will be in lieu of a sifting committee the day of the sale. At the discretion of Feather River College Foundation management, horses that are not healthy or sound on sale day will either be pulled from the sale or be sold with the condition reported in the certificate of soundness and health. **Buyers have the right and are encouraged to have a veterinarian of their choice conduct a complete pre-purchase exam on any horse offered in the auction at the buyer's expense.** Purchasers of horses in this sale acknowledge that they have had the opportunity to thoroughly examine by veterinarian or otherwise each horse that they have purchased and hereby accept any horse they purchase "as is" with all defects and conditions except those that are specifically warranted in these conditions. Additional veterinarian assistance (except for the initial evaluation conducted by Feather River College Foundation) will be at the buyer's expense. Be sure to **EXAMINE HORSES PRIOR TO PURCHASING.**
5. All horses have been tested for Equine Infectious Anemia (Coggin's Test) and found **NEGATIVE** within 6 months of the sale date. Coggin's papers will be present in the individual horse's folder. A veterinarian will be on site immediately after the horse sale to issue health certificates for horses leaving the state.
6. Feather River College Foundation warrants to the buyer that it is in possession of the title of the animal, free from all adverse claims to ownership, use or possession. Title to and the risk of loss passes to the buyer when the horse is announced "sold" by the auctioneer. All buyers will fill out and sign an acknowledgement of purchase brought to them by the ticket runner. Immediately after the horse is sold, it will be the sole risk and responsibility of the buyer. Effective from the time of purchase, the buyer assumes responsibility for the maintenance and care of the animal. The buyer further agrees to indemnify and hold Feather River College Foundation 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 the buyer, the buyer's agents or employees, or by the animal, subsequent to the time of purchase. **NO HORSE WILL LEAVE UNTIL FINAL SETTLEMENT HAS BEEN MADE.**
7. **SATISFACTION GUARANTEE.** If the buyer is dissatisfied with the horse's behavior during the 15 days after the sale, buyer may contact Feather River College Foundation and arrange the return of the horse. Feather River College Foundation shall retain sole discretion and final authority to determine whether any claim will be approved. The horse must be returned in the same condition (mental and physical) as it was when it was initially examined by the Feather River College veterinarian. If Feather River College Foundation has agreed to accept the return of said horse, Buyer is responsible for the immediate return and transportation of the horse. Buyer must present said horse to Feather River College veterinarian at the buyer's expense within 15 days of the date of the horse sale. A refund will be issued once the horse is returned excluding an 18% fee to account for sale related expenses. Feather River College Foundation will be held harmless for any condition that was announced either on the auction stand or in the certificate of soundness and health. If the buyer is dissatisfied with the physical condition or soundness of the horse, the buyer has the right to have a veterinarian of their choice examine the purchased horse. This examination is to be made and Feather River College Foundation is to be notified within **15 days** of the sale. If the purchaser's veterinarian determines the horse to have an alleged pre-existing condition, Feather River College Foundation shall appoint a veterinarian of its choice to examine the horse to determine the current

condition of the horse and whether the alleged defect is in fact a pre-existing condition that was present at time of sale. The decision of the Feather River College appointed veterinarian will be final. Buyer assumes all costs of examination and treatment. If the horse is determined by the Feather River College Foundation veterinarian not to have the alleged defect, the sale of said horse is valid and enforceable. Feather River College Foundation shall retain sole discretion and final authority to determine whether any claim will be approved. If Feather River College Foundation has agreed to accept the return of said horse, Buyer is responsible for the immediate return and transportation of the horse. A refund will be issued once the horse is returned excluding an 18% fee to account for sale related expenses.

8. When a horse is sold, the buyer shall sign the Acknowledgment of Purchase which will be brought to him or her. Title passes when the buyer signs this Acknowledgment. Name and address **MUST BE LEGIBLE** and complete and **MUST BE FILLED IN EACH TIME A HORSE IS BOUGHT**.
9. Terms for this sale are cash, Visa, MasterCard, or Discover. Payment in full must be made to the cashier immediately after the sale on May 18, 2019. Method of payment shall be cash, cashier's check, traveler's checks, personal check (with two forms of identification), or Visa/MasterCard/Discover. There is an office fee of 3% of the final purchase. This 3% office fee will be waived on sales paid by cash, cashier's check, traveler's check, or personal check. All payments must be made to Feather River College Foundation. All "returned" or insufficient fund checks will be immediately turned over to the District Attorney and charges will be filed. All court costs, filing fees, expenses of collection (including reasonable attorney fees) and all expenses of insuring maintaining, transporting or reselling any animal incurred by the consignor or Feather River College Foundation, arising from buyer default, will be paid by the buyer. **ALL BUYERS WILL BE CHARGED THE CURRENT RATE OF SALES TAX ON ANY PURCHASE UNLESS A TAX NUMBER IS GIVEN AND THE PROPER FORM IS FILLED OUT AT THE OFFICE.** Out of state buyers, unless they employ a licensed commercial carrier to deliver the animal out of state and provide the cashier with a copy of a bill of lading, shall be charged the California sales tax. Upon receiving payment for a horse, the cashier will issue an order to obtain delivery. Buyers must make arrangements for care of horse until it can be removed. Buyers may board their purchased horse at Feather River College until delivery arrangements are made at the cost of \$12.00 per day for a maximum of seven (7) days.
10. Registration papers will be provided on sale day; however, completed transfer reports will be held until end of Satisfaction Guarantee, or 15 days from the date of the sale, the transfer certificates will be mailed to the buyer. Persons not having a current membership can purchase one directly from the breed registry.
11. Buyers and spectators are cautioned to be careful while on the grounds, particularly while horses are being shown or sold in the sale ring. All persons attending the sale do so at their own risk. According to the laws of the State of California, neither the owners nor any other person connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale.
12. Feather River College sale horses are utilized in our college program and courses by our students. Instructors do not train these horses; however, they teach, mentor and supervise the students and the progress of the horses' training. The quality and extent of the horses' training is a reflection of the individual student's abilities, efforts, and experiences. Feather River College does not state or imply that these horses are from a training facility or trained by professionals. Feather River College does not guarantee any level of the horse's training or behavior once the horse is sold. Please thoroughly inspect horses before you purchase. Prospective buyers or visitors are always welcome to preview sale horses at Feather River College Equine Facility before the day of the sale. Descriptions of sale horses in the catalog or in person were said or written by students and are based on their opinions and experiences with the horses. Opinions and actions of Feather River College students do not necessarily reflect those expressed by Feather River College Foundation. These statements do not imply any guarantees or warranties on the sale horses by Feather River College Foundation, Feather River College or its faculty and staff.

Notes: