

Terms & Conditions 2009 IQHA Select Sale

1– All horses in this sale are offered according to the laws of the state of Iowa. All horses are sold with all defects and with no guarantees provided by the Iowa Select Sale, auctioneer, or the Iowa Quarter Horse Association. All horses are sold as is with all existing defects. Consignor is responsible for acknowledging defects.

2– The highest bidder shall be the buyer. Buyer shall sign acknowledgement of purchase. Bids received after the fall of the hammer are not recognized or acknowledged. Bids can be acknowledged by bid spotter(s) or auctioneer. The auctioneer reserves the right to reject any or all bids.

3– Settlement must be made to the sale cashier only; payments to others including consignor or their representatives are not recognized as sale settlement. Purchasers shall make settlement immediately following the conclusion of the sale for the entire purchase price in US currency by cash, approved bank check, certified check, travelers checks, or credit card (3% charge on all credit card purchases).

4– Ownership passes to purchaser at the fall of the hammer, at which time he/she assumes all rights and responsibility for the horse. Purchaser or his representative shall take control of the animal including all care of the animal. Horse may not be removed from premise until settlement has been made in full. Horse must be removed by the end of the show.

5– Consignors must be current IQHA members in good standing.

6– The auctioneer and the Iowa Quarter Horse Association are not responsible for any statements made in the catalogue or from the auction stand. Horses listed in the catalogue are sold with their engagements & legalities, pregnancy status, produce record, show record as provided by consignor. Consignors should have proof of pregnancy check within 10 days of the Sale date by a veterinarian recorded on the health papers brought to the Sale. The Sale veterinarian will be available to pregnancy check the mare at the Sale at the expense of the buyer if the consignor does not guarantee the mare to be in foal on the health papers. The Iowa Quarter Horse Association and the Iowa Select Sale will strive to have all catalogue information stated correctly, but the consignor is responsible for corrections of errors and omissions to be corrected in the sale ring prior to the hammer fall.

7- All consigned horses are required to have been tested negative for Equine Infectious Anemia (Coggins) within twelve (12) months of sale date. All consigned horses are required to have current state health papers.

8– The Iowa Quarter Horse Association and the Iowa Select Sale are not responsible for injuries or accidents. Buyers, spectators, consignors, and guests are cautioned to be careful while on the sale and show grounds.

9- Persons acting as agents for absentee principles must file notarized letters for authorization from the principle owner stating the agent is acting in their behalf. Must be on file in sale office prior to the start of the sale.

10- All horses must have a handler to take them through the sale ring.

11– Sale consignment fee is \$175 payable by consignor. If 4 or more horses are consigned by the same legal owner, the consignment fee will be \$150 per horse. The owner's name on the AQHA papers will determine legal ownership. A \$50 no sale fee will be applied – payable by the consignor.

12– All registration papers are held until funds are secured. Registration papers along with transfer certificates will be mailed directly to AQHA. If payment is cash or Money Order, the buyer may have the AQHA papers and transfer form immediately after the Sale. Buyer is responsible for all AQHA transfer fees.

13– All Weanlings (2009) and Yearlings (2008) **purchased** at the 2009 IQHA Select Sale will be eligible for special incentive classes at the 2010 IQHA Futurity Show. Horses that are No-Saled are **not** eligible for the special incentive classes.

14. The resulting 2010 foals from broodmares **purchased** at the 2009 IQHA Select Sale will be eligible for a special incentive class at the 2010 IQHA Futurity Show.

15. Buyers should be sure to examine horses and read the terms and conditions of the sale prior to bidding.

16. There is no warranty made by the Iowa Quarter Horse Association, the Iowa Select Sale, or auctioneer of any animal offered for sale in the auction.

17. Veterinary assistance is available at the bidders expense upon request.

18. All accounts must be settled the day of sale. No credit will be extended.

19. Current Iowa Sales tax is applicable on all horses sold—payable by the buyer.

20. 8% Commission will apply to all horses sold—payable by consigner.

21. Buyers must leave hip number with horse and leave in original sale stall.

Buyer is responsible for taking the purchased horse(s) and their health papers to the Sale veterinarian to check out prior to receiving AQHA papers and transfers from the Sale Office.

22. Seller payments will be processed within 30 days of sale.