

Terms and Conditions

1. All horses are sold "AS IS". There are no guarantees of any kind as to the soundness or condition of any horse in the sale, with the exception of written notations on sale card. Inspect all horses closely. All sales are FINAL.
2. Broodmares are guaranteed to have been exposed to specified stallions. No guarantee of pregnancy status or eventual foaling is made unless made specifically by the seller. No return privileges or live foal guarantees accompany mares unless stated by the seller with proof in writing and issued by the stallion owner.
3. Horses do not automatically sell with a negative coggins test, although negative coggins is guaranteed. If a coggins test is required for transportation arrangements can be made to have the test performed.
4. The highest bidder is to be the buyer. All bid sheets will reflect the minimum bid that will be entertained. No private negotiations will be made. Horses not sold will remain for sale at the minimum reflected on the bid card.
5. At 4:00 p.m. bids will close. The highest bidder will be expected at the cashier. If payment is not made by 4:30 on any sale horse the sale will be considered NULL AND VOID. The next highest bidder will then have the option but not the obligation to buy the horse in question.
5. Terms of the sale are cash and payment in full must be made to the cashier immediately after the sale.** Payments shall be in the form of cash, cashiers check or personal check in US CURRENCY ONLY. Out of state checks must be accompanied by identification that matches as to state and address. A 10% fee will be added for all returned checks. These horses are being sold under the Laws of the State of Georgia and those laws will be strictly enforced.
6. AQHA registration papers and transfers will be the financial responsibility of the buyer but will be handled by the seller. The appropriate fees will be added to the sale price. The exception being weanlings. The initial registration cost will be the responsibility of the seller.
7. All horses are to be transported off the sale property no later than 12:00 noon September 6, 2009.

LIABILITY

ALL PERSONS ATTENDING THE SALE DO SO AT THEIR OWN RISK

UNDER GEORGIA LAW, An Equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, Pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.