



2012 TERMS AND CONDITIONS OF SALE

1. **PLACE OF AUCTION AND PARTIES.** The auction shall take place at The Ridge Farm located at 14415 Palm Beach Point Boulevard, Wellington, FL. Tim Jennings of Professional Auction Services, Inc. (the "Auctioneer") shall conduct the sale of the horses at the auction, which is scheduled for **FEBRUARY 20, 2012**. The auction is being presented by InterContinental Sport Horse Sales, LLC a New Jersey limited liability company authorized to do business in Florida and the Auctioneer which entities and their respective personnel shall hereinafter be collectively referred to as "Sales Management".
2. **INSPECTION OF HORSES.** Horses are available for public inspection from **FEBRUARY 13 to FEBRUARY 19, 2012** between the hours of 9:00 a.m. and 5:00 p.m. and on **FEBRUARY 20, 2012** from 8:30 a.m. to 2:30 p.m. at The Ridge Farm, Wellington, FL. Prospective buyers and/or their trainers shall be permitted to try any horse for sale, or may have one of the Sales Management assistants ride the horse for their viewing. Such inspection must be pre-arranged by the buyer with the Sales Management. The Sales Management reserves the right not to permit any buyer or their trainer to ride any horse. Additionally, the Sales Management shall arrange the viewing of each horse, which schedule shall take into consideration the number of persons wishing to try a particular horse on a certain day. Any horse inspected shall have a Sales Management assistant in attendance at all times.
3. **VETTING OF HORSES.** Each horse offered for sale at this auction shall have a basic digital set of x-rays (which x-rays shall not have been taken later than November 20, 2011), a disclosure of any medical/veterinarian records in the seller's/owner's possession, and a health exam performed on site by our licensed veterinarian prior to the auction. The Horse's InterContinental Sport Horse Sales ,LLC Auction Veterinarian Examination shall be available for inspection by any prospective buyer, their agent or veterinarian during the hours for inspection set forth in paragraph 2. In the event a prospective buyer wishes to have a horse further inspected by that buyer's veterinarian, so as to protect the health and training of such horse, Sales Management shall have the sole and absolute discretion to determine whether or not any prospective buyer has the privilege to have their veterinarian further examine any horse and the extent of the examination. In no event shall any prospective buyer, their agent or veterinarian have the right to pull any horse's shoes. Such veterinarian's examinations are done at the buyer's sole cost and expense. Any and all results of said examination are to be shared, in writing, within 12 hours with the InterContinental Sport Horse Sales, LLC.
4. **AUCTION DETAILS.** All details available to the Sales Management will be given by the Auctioneer from the auction stand. Changes of the procedure of this auction are at the sole discretion of the Sales Management and will be announced as the occasion arises.
5. **BIDDING PROCEDURE.** Prospective bidders shall register with the Sales Management on **FEBRUARY 18 and 19 in person or via fax** between the hours of 9:00 a.m. and 5:00 p.m. and on the day of the auction (**FEBRUARY 20**) from 9:00 a.m. until conclusion of auction. The bidding will open at \$5,000.00. The highest bidder shall be the buyer of the involved horse and is considered the successful bidder. The successful bidder shall forthwith sign an Acknowledgment of Purchase; should Acknowledgment of Purchase not be presented to the buyer for their signature prior to commencement

of bidding on the next lot offered, buyer shall forthwith identify themselves to the Auctioneer as buyer and immediately sign the Acknowledgment of Purchase. Prior to the commencement of the auction, any buyer who intends to authorize another to act as that buyer's agent at the auction, then in that event, the buyer must obtain the Sales Management's **prior written approval of such agency**. In the event an agent is pre-qualified, the buyer authorizes such agent to execute any and all documentation, including the Acknowledgment of Purchase on behalf of the buyer. Absentee bids must have payment method approved prior to the sale. The Auctioneer will decline any bids made by parties who have defaulted on former purchases or persons who in the Auctioneer's sole and absolute discretion are not responsible bidders, and the Auctioneer's decision shall be final. Seller or seller's agent reserves the right to bid on any horse.

6. **BIDDING DISPUTES.** Should any dispute arise between or among any two (2) bidders, the Auctioneer shall forthwith adjudicate the dispute and his decision shall be absolute, final and binding upon all parties. Bids received after the fall of the hammer are not valid, nor are they grounds for dispute. Bids acknowledged by "bid spotters" employed by the Auctioneer are recognized as if tendered to Auctioneer, but in case of dispute, the bidding on the horse shall be reopened forthwith for advanced bids, and if there is not an advance, the horse is sold to the person from whom the Auctioneer recognized as the last bid. In case of a dispute, advanced bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of the dispute, then bidding shall be reopened to all bidders.

7. **TITLE, RISK AND DELIVERY.** The buyer, at the fall of the hammer, assumes all risk and responsibility for the horse. But such taking shall not constitute delivery of the horse, nor shall title pass until payment is received by the Sales Management cashier. Buyer must make payment arrangements within 30 minutes from the conclusion of the sales session in which the involved horse was sold, at which time title shall pass to the buyer provided that the buyer has made full payment for the horse as provided herein. Sales Management strongly recommends that buyers immediately arrange for insurance protection for their horse. Sales Management expects to have a third party insurance agent available during the auction for the buyer to procure such insurance coverage. Horses paid for by cash or cashier's check made payable to InterContinental Sport Horse Sales, LLC shall be removed from The Ridge Farm by 12 noon on the day following the sale. Otherwise horses must remain on the sale grounds until the buyer's funds clear the Sales Management's bank account or Sales Management Cashier has confirmed receipt of the wire transfer into the appropriate account. Buyers of horses that remain on the sale grounds will be charged a board fee of as follows: **February 21, 2012, no charge; After February 21, \$250.00 per day.**

While the buyer's horse remains at The Ridge, neither The Ridge Farm, InterContinental, nor any consignor, Sales Management, or their respective employees, officers, or agents, grooms and representatives, shall be liable for any accidents, theft, disease, sickness, death, injury or damage to any horse howsoever caused. Registration papers will be held and title shall not pass until funds have cleared the Sales Management bank account.

8. **TERMS OF PAYMENT.** A 10% buyer's premium will be charged for each horse sold at this auction. Buyer shall pay for the purchased horse or horses by either cash, or cashier's/certified bank check, or payable to "InterContinental Sport Horse Sales" and deliver to the cashier or by confirmed wire transfer to an account designated by the Sales Management and in available U.S. funds. Personal checks will only be accepted if the bidder obtained the prior approval of the Sales Management. Buyer may not stop payment on a check delivered as payment for a horse or its board, for any reason. Sales Management reserves the right to ask for immediate payment for any purchase made at this auction. Florida sales tax, if applicable, shall be paid by the buyer.

9. **COMMISSSIONS.** Buyers and sellers brought together by InterContinental Sport Horse Sales, LLC shall both be subject to related commissions. Buyers Premium is 10% and is payable as set forth in item 8 above. A commission as payable by the seller is also 10%. It is further understood that should a horse not be sold on the day/night of the event, and the same horse is then sold within 30 days post auction to a buyer who was introduced to the horse via the InterContinental Sport Horse Sales, LLC event, there will be a 10% seller commission due to InterContinental Sport Horse Sales, LLC. The commission due to Sales Management shall be paid immediately upon sale of the horse. In addition, Sales Management has the right to collect the additional 10% buyers premium.

Initials _____

Date _____

10. **DEFAULT.** Any buyer who fails to pay for, stops payment on, or refuses to accept delivery on a purchase for any reason whatsoever will be declared in default. The Auctioneer and Sales Management reserve the right to sell that horse on the buyer's account without prior notice and litigate with the buyer for any deficiency, including but not limited to purchase price, commissions, board, vet bills, farrier bills and any and all legal expenses involved.

11. **WARRANTIES.** All horses are sold "caveat emptor" (i.e., buyer beware) and are sold on an "as is, where is" basis. **ALL SALES ARE FINAL.** Buyers are cautioned to examine, or have any horse they are interested in bidding on examined prior to the auction, as set forth in paragraph 3. There are no guarantees whatsoever regarding broodmares in foal, pregnancy status, or eventual foaling, nor are there any guarantees as to fertility of stallions. No return privileges or live foal guarantees are given or implied. There are no guarantees implied by Sales Management or any consignor as to the merchantability or fitness for any particular purpose of any horse offered in this sale. All sellers/owners have completed a Written Disclosure Statement for horse sales pursuant to Florida Statute section 535.16 (2007), which became effective under Florida law on July 1, 2007. As such, it is the bidders responsibility to view that disclosure form in the auction office PRIOR to the start of the auction. Failure to review said form will not nullify a sale.

12. **LIABILITY.** Sales Management, its auctioneers, members, officers, employees, agents and representatives assume no responsibility whatsoever to anyone for identification, title blemishes, defects, the physical condition, or health of any horse or vice of any horse and make no warranty or representation of any kind in this sale.

13. **INSTITUTION OF LEGAL PROCEEDINGS.** Should any legal dispute arise regarding the responsibility, liability, obligation, or claim of any part arising out of the Auction, these Terms and Conditions of Sale and/or the sale and care of the horse, all parties agree to pursue whatever legal remedies are available to them, subject to the Governing Law and Venue provisions in paragraph 15 herein. The non-prevailing party shall be responsible for any legal fees and costs incurred by the prevailing party upon prevailing in any action or actions relating to this Agreement. Upon executing this Terms and Conditions of Sale, the buyer agrees to execute and deliver the "Release and Hold Harmless Agreement", which is on file at Sales Office.

14. **PUBLIC LIABILITY.** Neither the consignors, nor Sales Management, its auctioneers, officers, employees, agents or representatives, assume any responsibility for theft, fire, or other damages, or any injury, death or damage to person or animal of any kind howsoever caused. Buyers shall ride and examine horses at their own risk. The public is cautioned to be extremely careful while on the grounds, examining horses, and particularly while horses are being ridden. No one is permitted to enter the stalls

under any condition. During the inspection period and auction, absolutely no buyer, buyer's agent, trainer or spectator is permitted to be in the barns, any aisle way or ring under any circumstances. Buyers and spectators may only be in those areas designated for them. Upon entry to the grounds, a Release Form must be signed by all buyers, agents, trainers, and spectators. Anyone permitted to ride a horse must wear a hard hat and there are no exceptions to this rule. Absolutely no smoking in any barns. Sales Management reserves the right to take whatever action they deem necessary and appropriate at any time to protect the health, safety and welfare of any horse or any person on the grounds. In the event a buyer's horse requires emergency treatment, such treatment will be done at the expense of buyer.

15. **APPLICABLE LAW.** All horses in this sale are offered according to the laws of the State of Florida. Additionally, as required by the Florida Equine Activity Statute, the Sales Management as an equine activity sponsor and equine professional provide the following warning notice to the participants:

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. This Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be performed in that State, without regard to its conflict of laws provisions. Any legal action taken with respect to this auction and these Terms and Conditions of Sale shall only be commenced in the Courts of the 15th Judicial Circuit in and for Palm Beach County, Florida.

16 . All Bidders Must Register at Sales Office / Sales Desk

17. RELEASE AND HOLD HARMLESS AGREEMENT. Seller/Buyer agrees to execute the "Release and Hold Harmless Agreement" prepared by InterContinental Sport Horse Sales, LLC as available in the Sales Office.

18. BY SIGNING AN ACKNOWLEDGEMENT OF PURCHASE, THE BUYER HEREBY ACKNOWLEDGES THAT THE BUYER HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS OF SALE. BY SIGNING A SELLER CONTRACT, THE SELLER HEREBY ACKNOWLEDGES THAT THE SELLER HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS OF SALE

Signature

date