

Stallion Name: _____

“Best Of The West Futurity Series”
STALLION SERVICE AUCTION -TERMS AND CONDITIONS

1. BREEDING SERVICE FOR THE 2010 SEASON WILL BE SOLD BY SILENT BIDS AT THE “HERITAGE RANCH AND EQUINE AFFIAR” HELD AT HERITAGE RANCH ON 23 JANUARY 2010. MAIL IN AND PHONE CALL BIDS WILL ALSO BE ACCEPTED.
2. MINIMUM BIDS TO BE AT LEAST ONE HALF THE ADVERTISED FEE, BUT NO LESS THAN \$250.00 IF STANDING AT PRIVATE TREATY. A DEPOSIT OF \$100 MUST BE SUBMITTED WITH THE BID, AND BE REFUNDED IF OUT-BID BY ANOTHER PARTY.
3. THE HIGHEST BIDDER AS OF 5 P.M.ON 23 JANUARY 2010 IS CONSIDERED THE BUYER. UNSOLD BREEDS WILL BE ADVERTISED AND SOLD THROUGH MAIL-IN BIDS. WINNING MAIL-IN BIDS WILL BE DETERMINED BY POSTMARK. PAYMENT IN FULL ON BREEDS SOLD IS DUE UPON NOTIFICATION TO BUYER THAT THEY HAVE THE WINNING BID. IF PAYMENT IN FULL IS NOT RECEIVED BY 5 P.M. ON JANUARY 23RD 2010, THE BEST OF THE WEST RESERVERS THE RIGHT TO SELL THE BREEDING TO NEXT HIGHEST BIDDER OR FIRST MAIL-IN BID.
4. MARES MUST BE HALTER BROKE AND BE BREEDING SOUND WITH NO PHYSICAL BREEDING HANDICAP. A VETERINARY CERTIFICATE AND VACCINATIONS MAY BE REQUIRED BY THE STALLION OWNER. A COPY OF THE MARE’S REGISTRATION PAPERS OR LEASE AGREEMENT MUST BE INCLUDED WITH THE CONTRACT.
5. STALLION SERVICE FEES ARE NON-REFUNDABLE AND CANNOT BE SOLD OR TRANSFERRED WITHOUT THE WRITTEN APPROVAL OF THE “BEST OF THE WEST” BOARD OF DIRECTORS. SHOULD THE STALLION DIE OR BECOME UNFIT FOR SERVICE, THE BREED FEE PAID BY THE MARE OWNER SHALL UPON VERIFICATION, BE CREDITED TO PURCHASE ANOTHER STALLION SERVICE DURING THE CURRENT SEASON OR IN THE SUCCEEDING STALLION SERVICE AUCTION. IF A CREDIT BALANCE REMAINS, CREDIT WILL BE ISSUED FOR THE SECOND YEAR.
6. THE STALLION OWNERS REGULAR CONTRACT WILL BE FURNISHED WITH THE PURCHASE OF THE BREEDING, IF ONE IS ON FILE.
7. THE STALLION OWNER/MANAGER WILL NOT BE RESPONSIBLE FOR ANY INJURY, ILLNESS, OR DEATH OF THE MARE AND/OR FOAL WHILE ON THE PREMISES OF THE STALLION OWNER.
8. THE STALLION OWNER HAS THE RIGHT TO STATE THE QUALIFICATION THAT A MARE MUST BE AN ‘APPROVED MARE AND HAS THE OPTION TO ACCEPT MARES OF OTHER BREEDS OR REFUSE THEM. THE STALLION OWNER HAS THE RIGHT TO STATE ANY OTHER BREEDING CONDITIONS. LIVE FOAL AND/OR COLOR GUARANTEES WILL BE BETWEEN MARE AND STALLION OWNER.
9. IF THE BREED DOES NOT SELL THROUGH THE AUCTION, THE STALLION OWNER HAS THE OPTION TO PURCHASE THE BREEDING THEMSELVES IN ORDER TO MAKE FOALS RESULTING FROM THE 2010 SEASON ELIGIBLE FOR THE PROGRAM. BREEDS MUST BE PURCHASED BACK PRIOR TO THE START OF THE CURRENT YEAR’S SHOW. IF THE BREEDING DOES NOT SELL AND THE STALLION OWNER DOES NOT PURCHASE IT, ALL GET FROM THE STALLION PRODUCED FROM THE 2010 SEASON WILL NOT BE ELIGIBLE. FAILURE OF THE BUYERS MARE TO PRODUCE A RESULTING FOAL DOES NOT MAKE OTHER GET FROM THE STALLION FOR THE 2010 SEASON INELIGIBLE.
10. ONLY FOALS Sired BY STALLIONS WHOSE BREEDS HAVE BEEN SOLD OR PURCHASED BY STALLION OWNER ARE ELIGIBLE FOR ENTRY IN THE RESPECTIVE FUTURITY CLASSES.
11. THE STALLION OWNER WILL RECEIVE ONE HALF PRICED ENTRY TO THE FUTURITY EACH YEAR THE STALLION’S BREEDING IS SOLD. THE PURCHASER OF THE BREEDING WILL RECEIVE ONE ENTRY AT HALF PRICE FOR THE RESULTING FOAL.
12. THE MARE OWNER/LESSEE WILL NOT BE HELD RESPONSIBLE FOR INJURY, ILLNESS DEATH OF THE STALLION, PERSONS OR PROPERTY AS A RESULT OF SAID MARE/FOAL BEING ON PREMISES OF THE BREEDING RANCH.
13. ALL VETERINARY BILLS INCURRED FOR TREATMENT OF THE MARE/FOAL DEEMED NECESSARY BY THE STALLION OWNER/MANAGER WILL BE PAID BY THE OWNER/LESSEE OF THE MARE, INCLUDING ALL OTHER CHARGES FOR BOARD AND CARE DUE THE STALLION OWNER.
14. “BEST OF THE WEST” WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR LITIGATION RESULTING FROM THE PURCHASE OF THIS BREEDING. BIDDERS SPECIFICALLY AGREE THAT IN THE EVENT OF ANY PROBLEM, DIFFICULTY, CLAIM, OR DEMAND WHATSOEVER AGAINST THE STALLION OWNER FOR ANY REASON, THE BIDDERS RIGHT OF RECOURSE SHALL BE SOLELY AGAINST THE STALLION OWNER AND SHALL NOT INVOLVE “BEST OF THE WEST” OR ANY OF ITS REPRESENTATIVES IN ANY FORM OR FASHION. BIDDERS EXPRESSLY RELEASE AND DISCHARGE “BEST OF THE WEST” FROM ANY CLAIM, DEMAND, OR CAUSE OF ACTION RELATING TO THE STALLION AUCTION. “BEST OF THE WEST” WILL NOT BE HELD RESPONSIBLE FOR ANY INJURY, ILLNESS, OR DEATH TO ANY STALLION, MARE OR FOAL INVOLVED IN THIS TRANSACTION.
15. SHOULD THE STALLION OWNER OR BIDDER FAIL TO PAY ALL FEES AGREED UPON, “BEST OF THE WEST” RESERVES THE RIGHT TO TAKE LEGAL ACTION TO COLLECT. IF “BEST OF THE WEST” TAKES LEGAL ACTION TO COLLECT THESE FEES, THE STALLION OWNER OR BUYER OF THE BREEDING AGREE TO PAY REASONABLE ATTORNEY FEES AND COURT COSTS IN CONNECTION WITH ANY SUCH COLLECTION ACTION.
16. THE “BEST OF THE WEST” BOARD OF DIRECTORS RESERVES THE RIGHT TO RESOLVE ANY PROBLEM WHICH MAY ARISE FROM THE STALLION SERVICE AUCTION. THE STALLION OWNER, MARE OWNER AND BIDDER JOINTLY AGREE TO INDEMNIFY HOLD HARMLESS, THE “BEST OF THE WEST” FROM ANY CLAIM, DEMAND OR CAUSE OF ACTION INVOLVING ANY ASPECT OF THE STALLION SERVICE AUCTION OR FUTURITY INCLUDING, BUT NOT LIMITED TO, THE INJURY, ILLNESS OR DEATH OF ANY ANIMAL INVOLVED IN THE TRANSACTION.
17. “BEST OF THE WEST” BOARD OF DIRECTORS MUST APPROVE ALL STALLIONS TO BE ENROLLED IN THE PROGRAM AND RESERVES THE RIGHT TO REFUSE ANY STALLION, STALLION OWNER AGENT AND/OR MARE OWNER FROM PARTICIPATION IN THE PROGRAM.

STALLION OWNER/AGENT – PLEASE COMPLETE:

NAME OF STALLION _____ BREED FEE \$ _____

STALLION OWNER _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE (_____) _____

AS THE STALLION OWNER/AGENT, I AGREE TO THE ABOVE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THESE CONDITIONS AS STATED. I UNDERSTAND THAT I AM DONATING THIS SERVICE TO MY STALLION TO BE SOLD BY “BEST OF THE WEST”. IF NOT SOLD BY “BEST OF THE WEST” I HAVE THE OPTION OF PURCHASING THE SERVICE IN ORDER TO MAKE THE STALLIONS FOALS ELIGIBLE FOR THE FUTURITY.

STALLION OWNER/AGENT SIGNATURE _____

DATE _____

MARE OWNER: IF YOU ARE THE CONFIRMED BUYER OF THIS BREEDING, PLEASE COMPLETE THE FOLLOWING:

BID \$ _____ DEPOSIT PAID \$ _____ DATE PAID _____ BALANCE OWED \$ _____ BALANCE PAID _____

MARE OWNER _____ ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE (_____) _____

AS THE BUYER, I AGREE TO PAY THE BID PRICE ON THE ABOVE NAMED STALLION. I HAVE READ THE RULES AND REGULATIONS AND AGREE TO

ABIDE BY THESE RULES AS STATED. I UNDERSTAND I AM BUYING THE SERVICE ONLY TO THIS STALLION

MARE OWNER SIGNATURE _____ DATE _____