



NEBRASKA CATTLEMEN'S CLASSIC

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HORSE SALE TERMS & CONDITIONS

1. All guarantees are strictly between the buyer and the seller. All the sellers must guarantee the horse is SOUND. Right of Recourse must be directly to the owner of the horse.
2. **All the consignments must be in the EAST ARENA on Friday, February 15 at 6 pm.**
3. All horses must be 3 to 12 years old by January 1, 2019. Horses must be born prior to January 1, 2016.
4. NO SUBSTITUTES will be allowed.
5. **The following will be required at the time of check-in at 6:00 pm on Friday, February 15.**
 - General Health Check by Classic Veterinarian – current health certificate (30 day) must be provided at check-in.**
 - Negative Coggins Test – Provide verification of the horse's current vaccinations.**
 - Original Registration Papers if the horse is registered. A signed Transfer must also be with the papers.**
6. HYPP (Hyperkalemic Periodic Paralysis) test results must be disclosed on all horses descended from the stallion IMPRESSIVE if consignor has knowledge of such test.
7. All consignors are responsible to read the cataloged information on their horse. If any information is incorrect, the consignor is responsible to announce any necessary corrections at sale time.
8. Any defects, bad habits or blemishes must be announced when the horse is sold.
9. All cataloged horses must enter the sale ring to be sold. All horses will be sold at halter.
10. Sale commission is 9%. (1% of commission goes directly to the Auctioneer)
11. Terms of every sale are cash settlement to be made to the sale clerk at the time of the sale. There will be a \$50.00 fee on all returned checks. The Classic reserves the right to make credit inquires on credit references.
ABSENTEE BIDDING MUST BE APPROVED WITH CLASSIC MANAGEMENT PRIOR TO SALE.
12. All horses entering the ring will be sold to the highest bidder, the auctioneer will take precedence, and decisions shall be final.
13. In the event a dispute should arise as to a particular defect which should have been, but was not announced as described above, the buyer has the right to have a veterinarian examine the horse he has purchased to determine if the horse suffers from the defect. This examination is to be made and the Nebraska Cattlemen's Classic is to be notified within 48 hours from the end of the sale in which the horse was sold. If the purchaser's veterinarian determines the horse to have the alleged defect, the Classic as the agent shall appoint a veterinarian of its choice to determine if the horse had the defect and if the defect was present at the sale and it was not announced, the sale of said horse shall be null and void and the consignor must pay the commission on the sale, and the cost of any veterinary examination and veterinary work performed on the horse as result of the defect. If the horse is determined by the Classic veterinarian not to have the alleged defect, the sale of the horse is valid and enforceable and the purchaser assumes all costs of the examination and treatment.
14. If the buyer rightfully rejects the animal in the manner stated above within the time provided, the horse will be returned by the buyer to the consignor and the consignor will refund to the buyer the full purchase price of the animal together with all reasonable expenses incurred by the buyer in the connection with the animal from the time of sale until the horse returns to the consignor.
15. The Nebraska Cattlemen's Classic, the Kearney Area Chamber of Commerce, Nebraska Cattlemen and the Buffalo County Agriculture Society or anyone helping in the sale assumes no responsibility for accident or injury.
16. The Nebraska Cattlemen's Classic reserves to management the final and absolute right to interpret these rules and regulations and to arbitrarily settle or determine all matters, questions or differences in regard hereto, or otherwise arising out of or connected with, or incident to the sale.
17. 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. Neither the owners nor any other person connected with this sale assume any liability legal or otherwise, for accidents to persons or property, before or after the sale.