

**HUDSON ~ VALENTINE LONGHORN SALE**  
**WEST COAST BREEDERS SELECT SALE, INC.**  
**BUYER TERMS & CONDITIONS AGREEMENT**

**THIS SALE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY THE FOLLOWING CONDITIONS OF SALE:**

1. **APPLICABLE LAW:** LIMITATIONS OF WARRENTY; VENUE; AND WAIVER OF JURY TRIAL; The sale and purchase of all livestock in this sale and all matters incidental thereto shall be governed by the laws of the State of Nevada. Venue and jurisdiction for all legal proceedings arising out of the sale and purchase of any livestock sold through the West Coast Breeders Select Sale, Inc. or out of the construction interpretation or enforcement of these conditions of the sale and the rights, remedies and duties of the parties hereto in which the West Coast Breeders Select Sale, Inc. or the auctioneer (hereafter collectively "WCBSS" is a party shall be solely and exclusively in Clark County, Nevada. THE CONSIGNOR, PURCHASER AND WCBSS AND THEIR RESPECTIVE AGENTS, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION REPRESENTATIONS, STATEMENTS OR ACTIONS OF THE PARTIES RELATIVE TO ANY LIVESTOCK OR CONDUCT. THERE IS NO WARRENTY EXPRESSED OR IMPLIED BY WCBSS, HUDSON~VALENTINE, LLC, OWNER OR CONSIGNOR, AS TO ANY CONDITIONS OF ANY LIVESTOCK INCLUDING BUT NOT LIMITED TO THE SOUNDNESS, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OF ANY LIVESTOCK OFFERED IN THIS SALE. ALL LIVESTOCK ARE SOLD "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS. THE PRESENCE OR USE OF THE REPOSITORY SHALL NOT CHANGE ANY OF THESE CONDITIONS OF SALE, WHICH SHALL CONTINUE TO BE BINDING UPON ALL PARTIES, NOR DOES IT CREAT AND ADDITIONAL EXPRESS OR IMPLIED WARRENTIES.
2. **BIDDING PROCEDURE:** The highest bidder shall be the buyer. The successful bidder shall forthwith sign the Purchase Agreement. Should the Purchase Agreement not be presented to the buyer for signature prior to the commencement of bidding on the next lot offered, the buyer shall forthwith identify himself to auctioneer and purchaser and sign the Purchase Agreement when presented. The right of purchase is a successful bidder is not impaired in the case of signing the Purchase Agreement by another, provided that such bidder acts in the accordance with THIS CONDITION OF SALE and CONDITIONS OF SALE Item #3 below. The right to bid is reserved for all consignors unless otherwise announced.
3. **BIDDING DISPUTES:** Should any dispute between two or more bidders arise, the auctioneer shall forthwith adjudicate the dispute and his decision shall be absolute, final and binding on all parties. Bids received after the fall of the hammer are not grounds for dispute. Bids acknowledged by bid spotters employed by WCBSS are recognized as if tendered to the auctioneer, but in the case of a dispute the bidding on the animal shall be forthwith reopened for advance bids, and if there, be no advance, the animal is sold to the person from whom the auctioneer recognized the last bid. In the case of such a dispute, advance bidding shall be restricted to the contending parties, but if the recognized bid be reduced below the bid of commencement of dispute, then the bidding is reopened to all bidders, regardless of whether or not the final bid exceeds the bid which was disputed. The auctioneer reserves the right to reject all bids by persons who in his judgment are not responsible bidders.
4. **TITLE, RISK AND DELIVERY:** TITLE PASSES TO THE BUYER AT THE FALL OF THE AUCTIONEER'S HAMMER, AND ALL RISK OF LOSS OR INJURY THEREAFTER SHALL BE THAT OF THE BUYER. Buyer shall be responsible for the care, custody, control and security of the livestock and for all expenses relating to thereto. The Buyer agrees to release, defend, indemnify and hold WCBSS, Hudson~Valentine, LLC it's agents and representatives harmless from all losses, damages, expenses, claims, causes of action or attorney's fees arising out of injuries or damages caused by negligence, active or passive, of WCBSS, or any of its employees, agents or representatives. Solely as an accommodation to purchaser, physical possession of each animal purchased shall be terminated by consignor until purchaser makes settlement as provided in Item #5 below and purchaser requests physical possession of the animal. WHICH REQUEST SHALL BE MADE NO LATER THAN 8 HOURS AFTER FALL OF THE HAMMER. Payment receipt of the animal will be by means of a copy of the signed and stamped PAID bid acknowledgement that will be provided by WCBSS, Inc. upon settlement, which release shall be presented in order to allow removal of the animal from the sales premises. If for any reason, an animal cannot be taken from the premises, prior arrangements with sale management must be made. WCBSS will not be liable in any way for any injury or damage to the animal or any third person as a result of such care, handling or movement of sale animal due to its own negligence, active or passive, or negligence of third persons.
5. **TRANSPORTATION:** The Buyer, at Buyer's own expense, shall transport the purchased animal from the auction. Any arrangements or disposition of the animal after the purchase other than immediate removal must be made directly between Buyer and Seller.
6. **TERMS FOR SETTLEMENT:** Buyer shall make settlement immediately upon request by WCBSS, but in no later than the conclusion of the sales session. Such settlement shall be in U.S. funds in the form of cash, bank check, cashier's check or credit card. 5% convenience fee will be added to all purchases made with a credit card. WCBSS accepts VISA, MASTER CARD or AMERICAN EXPRESS. The WCBSS offers no lines of credit either expressed or implied.
7. **DEFAULT:** Any Buyer who fails to sign the Purchase Agreement when required to do so, or fails in any respect whatsoever to make settlement in accordance to Item #6 above, shall be in default. Any person in default shall immediately become liable to WCBSS for the full amount of the purchase price of all animals purchased, and any costs incurred by WCBSS in the collection thereof, including reasonable attorney's fees. Although it shall not be obligated to do so, WCBSS shall have the right to re-sell any animal in default in public or private selected by WCBSS in its sole discretion, including later in the sale without prior notice for the defaulter's account. Any amount realized from such a sale, after deducting the costs incurred in the re-sale shall be credited to the defaulter's account with the defaulter being liable for any deficiency.

8. **AUTHORIZED AGENTS:** Persons acting as agents must fill out the authorization form stating the agent is acting on their behalf and that said principal will be responsible for the agent's sales or purchases. These letters must be on file with WCBSS prior to the start of the sale. FAILURE TO COMPLY WITH THIS CONDITION OF SALE WILL IMPOSE PERSONAL LIABILITY UPON SUCH AGENT FOR PURCHASES OR SALES BY SAID AGENT ON BEHALF OF SAID PRINCIPAL. PROVIDED HOWEVER, THAT THE FAILURE OF WCBSS TO OBTAIN SUCH WRITTEN AUTHORIZATION SHALL NOT PRECLUDE WCBSS FROM ALSO PROCEEDING AGAINST THE PRINCIPAL.
9. **FORCE MAJEURE:** The obligations of any of the WCBSS, Hudson~Valentine, LLC, the Auctioneer, the Seller, or their agents, to perform under this Agreement shall be excused during any period of delay if such delay arises from any cause or causes which are reasonably beyond their control, including, but not limited to, the following: acts of God, acts or omissions of any government, or any rules, regulations or orders of any governmental authority or any officer, department, agency or instrumentality thereof; fire, storm, flood, earthquake, insurrection, riot, invasion or strikes.
10. **CATALOG:** Every effort has been made to assure correctness of the auction catalog. However, neither the WCBSS nor the Auctioneer are responsible for any errors or omissions and they assume no liability on their part for statements, either written or verbal on any animals sold. To the extent there are any representations and warranties regarding any animal, such representations and warranties shall be deemed to be only made by the Seller of the animal. The respective Seller is the sole warrantor of all such information. Any corrections made at the time of the sale from the Auctioneer's podium shall supersede the catalog and any and all claims made prior thereto.
11. **RECORDING OF SALE:** A video and/or audio tape recording will be made of all auctioned sales which may be used to settle any questions regarding disputes and statements made about animals while they are in the auction ring.
12. **CHANGE OF VENUE:** Buyer agrees to hold the WCBSS and Hudson~Valentine, LLC harmless from any and all damages in the event of a change in location, time or date or cancellation or similar modification of the sale, arising from any cause whatsoever.
13. **SALE VETERINARIANS** will be available for veterinary inspection of any animal at Buyers expense.
14. **INSURANCE:** WCBSS does not offer any mortality, major medical or liability insurance on horses consigned to or purchased through the sale.

**ACKNOWLEDGEMENT OF PURCHASE:** After making the final bid, Buyer is asked to complete and sign a Purchase Agreement (Sale Ticket). **IT IS THE BUYERS RESPONSIBILITY TO CONFIRM THE LOT NUMBER AND PRICE BEFORE SIGNING. PRINT YOUR NAME AND MAILING ADDRESS CLEARLY.** Please use care when completing this document.

**I HAVE CAREFULLY READ THIS BUYERS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF LEGAL RIGHTS, AND CONTRACT BETWEEN MYSELF AS BUYER AND WEST COAST BREEDERS SELECT SALE, INC. AND AM SIGNING IT OF MY OWN FREE WILL. I FURTHER ACKNOWLEDGE THAT THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED.**

\_\_\_\_\_  
Signature of Buyer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Buyer /Agent

\_\_\_\_\_  
Buyer/Agent Phone

\_\_\_\_\_  
Buyer/Agent Email

\_\_\_\_\_  
Buyer/Agent mailing address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

*Office Use Only:*

Payment Type: CASH CHECK CC      Date: \_\_\_\_\_ Received by WCBSS Representative: \_\_\_\_\_

Check #: \_\_\_\_\_ Bank: \_\_\_\_\_ Amount: \_\_\_\_\_

Credit Card#: \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CID: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

Name of Card Holder: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

West Coast Breeders Select Sale, Inc. 29834 N Cave Creek Rd, 118 - 164, Cave Creek, AZ 85331 [www.westcoastbreedersselectsale.com](http://www.westcoastbreedersselectsale.com)