

Premier Online Horse Sale

SELLER TERMS & CONDITIONS

ALL Guarantees are between the buyer & seller ONLY

Fees

- \$500 Referral Credit is offered to every seller that refers another seller to us & will be deducted from the referred seller's statement
- Advertising fees are only \$250/horse and nonrefundable.
- Commission is 10% of sale price, sale price being equal to or greater than reserve amount.
- Any horses Scratched or Pulled from the sale is not welcome back to sell again unless the seller provides MM Auction Services with a vet release explaining why the animal cannot sell at online auction along with a video of injury or sickness.
- Rejected Animals by the buyer because they are misrepresented at the time of the sale by the seller will still be charged 10% commission fee, same as if sold.

Content – all content goes directly to our website so make sure it's "buyer ready"

- Description – required to list age and height, pedigree & money earners from sire and dam, and seller name and contact listed at the end. Seller consents to list any cosmetic blemishes that do not affect the animal's soundness (scars, chewed tail, cinch sores, bumps, etc.) including pregnancy in the description of the animal.
- Photos – Professional photos are required.
- Video – Videos are required. There's no possible way to expect any bidders to purchase online without seeing a video first. Videos can be YouTube or Vimeo links. The longer the video, the better especially for online only auctions.
- Copy of registration – A copy of this will be exported from original nomination to display on the online bidding platform.
- Sale exam – This is highly encouraged to sell online. Use any exam your vet chooses. X-rays are optional as well but highly recommended.

Seller's Duties

1. **Pay Consignment Fee** – once you fill out the consignment form, we will email you an invoice to pay your fee. This is payable via email by electronic check (no fee) or credit card (4% fee).
2. **Update photos and videos ASAP** – email any photo updates, description edits, or video links to info@mmauctionservices.com.
3. **Paperwork**
 - a. **Negative Coggins** – make sure to have a current 12 months coggins on your animal.
 - b. **Health Inspection** – Seller agrees to get a health inspection before the new buyer's transporter arrives with new buyer name and address listed.

- c. **Brand Inspection** – Seller agrees if they are from a brand inspection state to get a brand inspection before new buyer's transport arrives with new buyer listed on the brand inspection.
 - d. **Registration Papers** – Seller agrees to have the original registration papers including a signed transfer ready to send with the animal to the new buyer.
- 4. **Reserve** – Seller agrees to include their reserve price when registering their animal to the bidding platform if they have one. Once reserve price is met, animal is considered SOLD to the highest bidder and 8% of sale price will be due to MM Auction Services, LLC This includes any animal selling to the owner for the reserve price or more if they so choose to bid on their own behalf.
- 5. **Payment** – Payment will be sent to the seller within 10 business days following the sale. Seller is responsible for any and all licenses, fees, and collecting any sales tax in their state.
- 6. **Shipping** – All sellers are required to have shipping details lined out for the buyers. Be prepared to offer shipping names and numbers to the buyers. Sellers can also ship themselves to the new buyers. Note: shipping expenses are not included in the sale price of the animal.
- 7. **Insurance** – We highly recommend that all sellers encourage the buyer to purchase equine insurance from the time they purchase the animal. By doing this, the seller is no longer reliable for any injuries or sickness the animal may incur before arriving at the new buyer's place of residence.
- 8. **Care** – Seller is required to care for the animal for a maximum of 7 days until transportation is arranged for pickup. Seller has the right to charge a daily feeding and care fee for every day after bidding closes and charge more daily after the 7-day maximum. All fees are subject to the seller's discretion and are retrieved by the seller.

Sale Exams

All animals registered to Online Only Sales are highly recommended to have a sale exam and x-rays done by a licensed veterinarian prior to selling. Email all images in PDF format including the sale exam to info@mmauctionservices.com. We will include a viewable link in your animal's profile with all images. If buyers want more than the images you provide, they can request the seller to get them done prior to the sale closing but at buyer's expense. Each buyer is encouraged to instruct their registered veterinarian to inspect the exam and X-rays for each Lot and physically inspect each Lot prior to the purchase thereof. Each Lot purchased is purchased, at the fall of the hammer, with all defects and deficiencies, latent and patent. The Buyer acknowledges that it is his/her sole responsibility to determine the quality, accuracy and completeness of the Sale Exam or x-rays and to obtain independent advice with respect thereto from a registered veterinarian prior to the sale of the animal.

Seller's Guarantee

Seller consents to list any cosmetic blemishes that do not affect the animal's soundness (scars, chewed tail, cinch sores, bumps, pregnant, etc.) in the description of the animal. Seller understands and agrees that MM Auction Services is not responsible to perform any inspection or to independently confirm or verify the soundness of Seller's animal. Seller understands and agrees that MM Auction Services LLC is unaware of the condition of Seller's animal, and therefore is relying solely upon representations made by Seller regarding the condition of the animal and that the animal is sound in order to advertise and market the stated condition of the Seller's animal before and during the sale. This soundness guarantee is between buyer and seller only and does not include any other persons, and Seller agrees to indemnify, release and hold harmless MM Auction Services LLC, Premier Online Sales, and Colby or Codi Gines to and from any claims, liability or damages which may be asserted by buyer of the animal on account of any breach of warranty, breach of promise or alleged misrepresentation. All soundness guarantees do not apply to or include any time period following the sale including transportation. Buyers are encouraged to purchase insurance to protect their investments. Shall any soundness disputes arise; settlement of the dispute shall be exclusively between the buyer and seller only. Soundness does not guarantee pass of an examination by any vet or seller following the sale. Buyers are to ride and visit the animal before the sale giving them confidence, they need to bid come sale day. If Buyers want additional x-rays, they need to have them completed before the sale at their own expense. Solely, the seller of each animal represents and warrants to the buyer, Colby & Codi Gines, Premier Online Sales, and MM Auction Services LLC to include but not limited to the following:

- Title of the animal, free from all claims of ownership
- Sound of limb, eyes, and wind unless stated otherwise
- Be exactly what they represent them to be.

By registering an animal for online bidding to MM Auction Services, LLC DBA Premier Online Sales, Seller grants MM Auction Services the EXCLUSIVE RIGHT TO SELL the animal through online bidding subject to the above provisions and agrees to all terms and conditions. MM Auction Services does NOT allow substitutions or replacements once an animal has been registered, entered online, or after consignment fees are paid. Seller agrees to not privately sell the animal. To withdraw your original registered animal from Premier Online Sales, it must be injured or sick, provide a vet release, and submit injury/sick videos to be welcome back to ever sell again.

Attorney Fees

If any attorney is employed by any party with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of or because of an alleged dispute, breach, default or misrepresentation in connection with any part of the sale process or horse bought or sold, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

Warranty: There is no implied warranty made by auctioneer or Sale Company as to the merchantability or fitness for a particular purpose of any animal in the sale. The seller is the

responsible party for all representations, warranties, and guarantees expressed or implied concerning the condition of any animal. The sellers agree to hold MM Auction Services LLC, Colby & Codi Gines, & Premier Online Sales harmless from all loss, cost and expense arising from illness, injury or death of such animal, or loss or damage to property, and injury or death of persons, caused by themselves, their agents, or employees, or by the animal, subsequent to the time of purchase.

Liability: Buyers, sellers, and spectators are cautioned to exercise care if they choose to try the animals prior, during, or after the sale of said animals. Buyers, sellers, and spectators are cautioned to enter premises at their own risk according to the laws of the State in which the animals reside. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Colby & Codi Gines, Premier Online Sales, MM Auction Services, LLC; its principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or government agency upon whose property this activity is conducted, shall not be liable for injuries sustained by anyone prior, during, or after the online sale. MM Auction Services, LLC & its associates act as AGENTS ONLY by providing the bidding software and are not responsible for buyer/seller error or misunderstanding. All guarantees are strictly between the buyer and seller only. All information distributed is provided by the seller and MM Auction Services is not liable for any misprints or distribution and advertising of said information. All animals are sold "AS IS, WHERE IS". In further consideration of registering an animal for online bidding, I agree to indemnify and defend, MM Auction Services, LLC DBA Premier Online Sales, Colby & Codi Gines, their agents and associates, from all injury, loss of equipment, loss of animal or damages to myself, my animals or damages or injury to others lien property from my animals, by entering this animal for online bidding whether by negligence, breach of warranty, or any misrepresentation which is alleged to have been made about the soundness of any animal sold through online bidding. If any claim or dispute is asserted or arises over the sale or registration animal for online bidding of any lot or animal sold at auction, it is agreed that venue for any dispute shall be resolved exclusively in the courts in the State of Wyoming, and that Wyoming law shall control this transaction or any claims or disputes which arise direct or indirectly out of this transaction in all respects. Sellers verify that all photos submitted to MM Auction Services LLC have full permission to be used for advertising and are free and clear from all photography copyright laws. The undersigned by executing this instrument delivers said property to MM Auction Services LLC and declares themselves owner or legal agent and authorizes the sale thereof at public online auction for his/her account according to its usual custom and represents the registered animal for online bidding is clear of all encumbrances unless listed above and may be legally sold. Seller verifies that they have read the above information/terms & conditions in full and hereby agree to be bound by them.