

Terms and Conditions of the Horse Sale

Applicable Law: All horses are offered according to the laws of the State of Ohio. There are no warranties or guarantees implied as to the fitness for any particular purpose(s) of any horse offered in this sale. Our best efforts have been employed to document unsoundness or vices in any animal— such records are available for review before the sale. Buyers are cautioned to examine records and horses closely before purchasing as there are no guarantees whatsoever regarding brood mares in foal, pregnancy status, future reproductive ability, or eventual foaling. Every effort has been made to give complete disclosure of all known negative factors (health, disposition, management, etc.) on all horses in the sale. However, no employee or agent of The University of Findlay shall be considered responsible for any oversight of a fault. All horses are sold “caveat emptor” (buyer beware). All sales are final and absolute.

Bidding Procedure: Registration as a bidder commits that bidder to purchase any horse for which he/she has the winning (high) bid. 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 his sole judgment, are not responsible bidders. The auctioneer’s decision shall be final. The University of Findlay reserves the right to set a floor price on each horse.

Bidding Disputes: Should any dispute arise between any two bidders, the auctioneer shall adjudicate the dispute and his decision shall be absolute. Bids received after the fall of the gavel are not valid. Bids acknowledged by official bid spotters are recognized as if tendered to the auctioneer, but in case of dispute, the bidding shall be restricted to the contending parties, but should be reopened to all bidders.

Risk to Horses: The purchase, at the gavel fall, assumes all risk and responsibility for the horse. All horses must be removed from the farm within 24 hours of purchase. During the stay of the horse, students shall continue to provide all normal care. Students or staff will be available to assist with loading horses, but without any liability being accepted for injury or accidents to animals, persons, or equipment. During the stay of the horse, neither the University of Findlay, its employees, officers, or agents shall be liable for any accidents, disease, death, or injury to any horse. Nor shall the

forementioned agents be responsible for any accidents or injuries inflicted by the horse on any persons, facilities, or equipment.

Payment: Purchaser must make payment by cash or personal check within 30 minutes of conclusion of the sale, at which time a stable release form for the horse shall be given. Checks should be made payable to the University of Findlay. On purchases by personal check, title/registration papers shall be held until funds clear the bank, at which time they shall be mailed or picked up by the new owner. Horses purchased by cash shall have their title/registration papers transferred at the time of payment. Purchaser may not stop payment of a check given in payment for a horse or its board for any reason.

Sale Conditions: Terms of the sale will be preferred as check or cash (credit/debit cards are accepted) unless prior arrangements have been made. Each animal will be sold to the highest bidder with the auctioneer settling any disputes as to bids. Each animal will become the property of the buyer as soon as sold.

Public Liability: The University of Findlay, its employees, officers, or agents do not assume any responsibility for injury, death, or damage of any kind to a person or animal. Examine horses at your own risk. The public is cautioned to be very careful while on the grounds examining horses and particularly while the horses are being ridden or driven.

Sale Management: This sale is managed by the Equine Marketing class at the University of Findlay and Shane Watson, Equine Auction Exchange.

Questions regarding horses can be directed to Art O'Brien at (330) 883-7938. University of Findlay, Findlay, OH 45840.