



Baer Creek Miniature Horse Consignment Auction

Terms & Conditions of Sale

- * All horses offered at this auction are offered in accordance with the laws of the State of Texas, and Texas laws shall govern all transactions.
 - * Every horse offered in this sale will be sold "As Is" without any implied warranty or condition. Right of recourse MUST be directed to the horse owner and not Baer Creek.
 - * Every effort has been made to ascertain correct information, and to print the same in the Sale Catalog and web site; however, the Auctioneer nor Baer Creek assumes nor accepts responsibility for errors, omissions, or misstatements. Announcements made at the time of the Auction will take precedence over material in catalog or web site.
 - * This auction sale is an auction "with reserve". The owners shall have the right to establish a reserve price under which the horse will not be sold. Prior to the Auctioneer accepting the highest bid, the sealed reserve shall be opened and if the highest bid is not equal to or exceeds the reserve price, then the highest bidder will be advised by Auctioneer of reserve price and be offered the opportunity to purchase horse for the reserve. If highest bidder chooses NOT to meet the reserve, then any qualified bidder may bid reserve price and auction shall continue.
 - * Horses shall be sold to the highest bidder, subject to Sellers reserve. The successful bidder, submitting the highest bid, shall forthwith acknowledge such bid by presenting his/her bidder number to the Auctioneer immediately following the Auctioneer's acceptance of such bid. In the event of any dispute, the Auctioneer shall have the sole authority and right to settle the dispute, and his decision will be final and binding to all parties. Bids received after the fall of the hammer are NOT a basis for dispute. The Auctioneer reserves the right to reject any and all bids.
 - * Baer Creek or the Auctioneer is not responsible for the integrity of any bid made and shall not be held responsible.
 - * Horses consigned to this sale are the sole responsibility of the owner until sold. Seller is responsible for the care, health, and loss of horse until sold. Upon the Auctioneer's acceptance of bid, buyer shall take responsibility and risk of loss of the horse.
 - * All horses must vacate premises by 10:00 p.m. Saturday night April 29th, 2006. Failure to vacate will obligate buyer to pay all costs associated with board and transportation.
 - * Buyer agrees to issue payment through the auction cashier within one hour following the conclusion of this auction. Upon buyer making satisfactory settlement for the horse(s) purchased, a paid delivery receipt will be issued by the auction clerk to the buyer, so that buyer may take possession of the horse(s) for which settlement has been made. This paid delivery receipt must be presented to the Barn Security for release of horse(s). Sales Management will prohibit removal of any horse without this receipt.
 - * Buyer or buyers designated representative shall take possession, care, custody, and control of any horse(s) purchased immediately following buyer's receiving a paid delivery receipt.
 - * Buyer agrees to hold Baer Creek, Sales Management, or the Auctioneer harmless from all loss, costs and expense having to do with or rising from illness, injury, or death of any horse offered or purchased, any loss or damage to property and injury to persons, including death, caused by the buyer, buyers agents, representatives or employees, or by the horse(s) following buyers purchase of the horse(s).
 - * Notwithstanding delivery of the horse purchased to buyer, Baer Creek/Auction Management will retain all registration papers and transfers until payments have been verified, i.e. checks have cleared buyers bank, ECT. Upon verification of payment, registration papers, along with properly executed transfer of ownership reports, and any other pertinent documents related to the horse purchased shall be prepared and mailed to buyer.
 - * Settlement by buyer, or buyer's representatives, shall be made to the Baer Creek Auction Cashier only. Payment made to anyone other than the designated cashier shall not be considered as settlement. Settlement for full purchase price on each horse purchased shall be in the form of US currency, certified check, or approved personal check, which had been approved in advance by Sale Management/Baer Creek.
- ALL BUYERS AND PROSPECTIVE BUYERS MUST ESTABLISH BUYER IDENTIFICATION PRIOR TO SALE.**
- * Buyers who fail in any respect whatsoever to pay for horse(s), as provided in the Conditions Of Sale and/or settlement procedures, shall be declared in default. Any horse, for which full and complete settlement is not made, may be resold without notice to buyer, the cost of resale to be borne by buyer. In the event of a resale, based on buyer's failure to complete settlement, buyer shall be obligated to pay Sale Management/Baer Creek all expenses incurred in resale, together with any deficiency in the price obtained in the sale. Sale Management/Baer Creek and/or owner shall have the right to bring suit against a defaulting buyer, in which event buyer shall be responsible for all cost, attorney fees, expenses and loss incurred by executing a bid acknowledgement.
 - * The Sale Management/Baer Creek does not act as agent for either seller or buyer, but merely provides an environment in order to permit the binding together of an agreement between seller and buyer for the purpose of sale/purchase transactions. Any and all representations concerning the horses presented are those of the seller, and no action shall lie against Sale Management/Baer Creek related to or arising by reason of such representation.
 - * All horses consigned to this sale are required to have a current negative Coggins report dated within twelve (12) months from date of sale and a Health Certificate dated within 30 days of Sale.
 - * Horses may arrive at The Lone Star Equestrian Center on Friday, April 28th, 06 from 10:00 A.M. until 10:00 P.M. Security will be provided Friday night April 28th, 06.
- All horses will be checked in and numbered upon arrival. Health Certificates MUST accompany horse. Any sick horse will be refused. Horses must vacate premises by 10:00 P.M. on Saturday April 29th, 06.
- * All horses must be registered AMHA. No horse will be sold on a registration application unless it is a nursing foal sold with its dam.
 - * All registration papers and related transfer, breeding reports, Coggins report must accompany consignment fee of \$250.00 per horse, and a 10% sales commission per horse paid to Sales Management/Baer Creek upon horse being sold. There is a \$25.00 PO fee per horse not sold. Consignment deadline is January 20th, 2006.
 - * Good pictures are encouraged to be posted on website and to be published in sales catalog. Clipping horses for sale is HIGHLY encouraged.
 - * Sellers will be paid after funds clear the bank, usually within 10 days. Horses bought and sold will be handled in two separate transactions.
 - * All persons who attend this Auction do so at their own risk. Sales Management/Baer Creek will not assume any responsibility or liability for the loss, or injury to horses, people, theft or mysterious disappearance, sickness, improper handling, war, terrorism, or an act of God.

CREDIT APPROVAL FOR PERSONAL CHECKS MUST BE MADE IN ADVANCE OF THE AUCTION BY CALLING BAER CREEK AT 281 324-6773, OR 713 306-2916