

# Lucas & Scheckel Production Sale

## RealtimeBid & Auctioneer TERMS & CONDITIONS

1. The highest bidder is to be the buyer. If any dispute arises between or among two or more bidders, sale authority to settle the dispute, as he sees fit, is reserved by the auctioneer, and his decision shall be final. The auctioneer reserves the right to reject any or all bids.
2. All accounts must be paid in U.S. funds by cash, cashier's check, traveler's checks, or personal check at the time of the sale. No horses shall be removed from the grounds until this condition is met. No bank drafts will be accepted. A drivers license or some other form of positive identification will be required to obtain a buyer number and/or cash a check. All payments must be made to United Auction Center.
3. Personal checks will only be accepted if credit has been established previously with sale management or the credit verification form (see form) has been returned to United Auction Center. There is a \$50 charge for returned checks and they will immediately be turned over to the County District Attorney's office and charges will be filed.
4. Horses are at the buyer's expense, risk and responsibility from the time of purchase, but no delivery will be made until final settlement has been made.
5. All horses are offered for sale according to the laws of the State of Iowa, and the right to bid is reserved for all sellers in this sale unless otherwise announced. All sales are subject to Iowa's 7% sales tax.
6. There is no guarantee of any kind as to the soundness, condition, or any other quality of any horse sold in this sale except in a case where the owner makes a specific guarantee. There is no implied warranty made by auctioneer, or United Auction, as to the merchantability or fitness for a particular purpose of any animal offered for sale in the auction.

7. All registration papers will be held by sale management until all checks clear the bank, and then all necessary papers will be mailed to the new owners (allow 21 days.) Buyers paying cash may pick up registration papers on the day of the sale.
8. The transfer fee is to be paid by the new owner.
9. The sale management, auctioneers and employees act as agents for the seller, but assume no liability for either buyer or seller. Any representations made by the sales management are made on behalf of the seller.
10. Every effort has been made to insure correctness of the catalog, and in most cases information quoted concerning the horses is taken from official APHA, AQHA, and Jockey Club records. United Auction Center and auctioneers are not responsible for errors or omissions and assume no liability on their part as to any statements verbal or written regarding horses sold. In case typographical or other errors are discovered in the printed sale catalog, efforts will be made to have announcements made by auctioneers. Buyers are cautioned to pay close attention to the auctioneer's announcements.
11. All horses have been Coggins tested and found negative, except colts under 6 months of age. Coggins papers and health certificates will be given when horses are paid for.

## IMPORTANT NOTICE TO PROSPECTIVE BUYERS

PLEASE READ AND FAMILIARIZE yourself with the terms and conditions of this sale. You will be bound by these terms and conditions whether you read them or not.

ALL BUYERS MUST REGISTER in the sale office and obtain a buyer's number before sale time.

You must have a buyer's number to purchase horses.

TELEPHONE & INTERNET BIDS WILL BE ACCEPTED. Make arrangements with the sale barn prior to sale day.

ALL SALE HORSES ARE NEGATIVE COGGINS TESTED. Foals less than six months of age have not been tested. ,

LIMITATION OF WARRANTIES: except as otherwise expressly provided for herein, all horses are sold "as is" with all existing conditions And defects and there is no warranty express or implied, by Auctioneer, sale manager, Tom Scheckel or their agents or Representatives as to the soundness, merchatability or fitness For any particular purpose of any horse offered in this sale. There are no representations or warranties as to the breeding Qualities of any horse which is offered for sale in this auction or Any genetic conditions, faults and/or defects including HYPP. It is Specifically understood that every horse is sold under this rule; Therefore, no horse can be rejected by the buyer after the fall of The hammer and/or when the animal is announced as sold by the Auctioneer.

INSPECTION: Buyers have a duty to inspect each horse they may purchase prior to the sale, including information about the horse placed in the catalog or announced by the auctioneer. Buyers will be assumed to have knowledge of any defect that a reasonable inspection would reveal, including an inspection of information contained in the catalog or as announced or corrected by the auctioneer. Failure to inspect or to sufficiently inspect will be at buyer's risk.

PREGNANCY STATUS: Brood mares will be guaranteed only to have been bred to stallions as indicated. No guarantee is made of pregnancy status or eventual foaling. No return privileges or live foal guarantees accompany mares. Each brood mare selling as bred to a stallion will have been

examined by a veterinarian within 10 (ten) days of the Sale Date and reported at the sale as “in foal,” “open or barren.”

LIABILITY: Buyers and spectators are cautioned to be careful while on the grounds and particularly while horses are being shown or sold in the sale ring. All persons attending the sale do so at their own risk. Buyers and spectators agree to hold Auctioneer, Sale Manager and Tom Scheckel and all of their successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents, including but not limited to those listed, completely free and harmless and not liable of and from all liability whatsoever and agrees not to sue them or any of them on account of or in connection with any claims, causes of action, injuries damages, cost or expenses arising out of buyers/ spectators use of or presence on the facilities, including, without limitation, claims or suits based on bodily injury, death, property damage (including consequential damages), except if such damages are caused by the direct, willful and wanton negligence of the Sale Manager; its agents or employees.

STATEMENTS MADE SALE DAY SUPERSEDE PRINTED MATERIAL.

ALL SALES ARE FINAL. Warranty terminates with removal with no right of return when horses leave Auction Facility.

TITLE PASSES AT THE FALL OF THE HAMMER, at which time the buyer assumes all risk and responsibility for the horse. Delays in removing horses from the barn must be approved by sale management.

PRIOR CREDIT VERIFICATION IS NECESSARY. The form on the bottom of this page may be used to verify personal credit. Please send the form to United Auction prior to or bring it to the sale.

REQUEST TO PURCHASE BY CHECK

This form must be completed in full!

Date: \_\_\_\_\_ Expires: \_\_\_\_\_

As Bank Officer, I guarantee \_\_\_\_\_ dollars are available for payment to United Auction Center for the purchase of horses.

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Signature of Bank Officer

Applicant's Name: \_\_\_\_\_

SS# \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

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Signature of Applicant

ONLINE BUYER BID FORM

If you cannot attend this sale personally and do not authorize a Buyer's Agent (recommended) you must complete this form. Your confidence will be respected.

PLEASE PRINT CLEARLY:

In signing this form I agree to the Conditions of Sale in this Catalog. I have examined and investigated the horses to my satisfaction.

Name of bidder: \_\_\_\_\_

Signature of bidder: \_\_\_\_\_

Address of bidder: \_\_\_\_\_

City, State & Zip of bidder: \_\_\_\_\_

Home Phone No. of bidder: \_\_\_\_\_

Cell Phone No. of bidder: \_\_\_\_\_

(Please make note of best number to reach you at on day of Sale!)

Driver's License # \_\_\_\_\_

Social Security # \_\_\_\_\_

TO BE COMPLETED BY BANK OFFICER

The applicant whose signature appears above has had an account with this bank for \_\_\_\_ years.

Average balance of this account during the past year has been in the range of \$ \_\_\_\_\_

Signature \_\_\_\_\_ Signed: Date: \_\_\_\_\_

Bank Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

AUTHORIZATION OF AGENT

I hereby appoint \_\_\_\_\_ RealtimeBid.com \_\_\_\_\_ to be my authorized Bidding agent in all matters pertaining to the Online sale and/or Online purchase of horses at the auction to be conducted by your organization on \_\_8\_\_ / \_\_17\_\_ / \_\_2013\_\_.

I agree to be bound in all respects by the bidding actions of my agent on my behalf, including, but not limited to: representation of Live Online Bids and Online Absentee Bids. I agree that this authorization shall be revocable only in writing, such revocation to become effective when acknowledged in writing by Scheckel Paint and Quarter Horses.

Name \_\_\_\_\_

Address \_\_\_\_\_

City\_ \_\_\_\_\_

State & Zip \_\_\_\_\_

Signature \_ \_\_\_\_\_

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Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_