

Select Horse Sales LLC
Horse Sale Agreement

THIS AGREEMENT is made on _____, by and between _____, hereinafter referred to as "Buyer", and _____, hereinafter referred to as "Seller". Select Horse Sales, LLC is acting as the agent for the sale, hereinafter referred to as "Agent".

The parties hereby ACKNOWLEDGE that this AGREEMENT is made for the purchase and sale of the Horse(s) (as hereinafter defined), on the following terms and conditions as set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

A. Description of Horse(s) (the "Horse").

(1) Name: _____.

B. Consideration.

In consideration of the total sum of \$ _____, Seller agrees to sell, and Buyer agrees to buy the Horse on the terms and conditions further set forth herein.

C. Registration and Ownership Transfers.

Upon confirmation of payment in full by Buyer and within fourteen (14) days of confirmation of said payment clearing, Agent agrees to submit the requisite AQHA paper(s) to the American Quarter Horse Association, so that the Horse can be transferred into Buyers name.

D. Warranties; Disclaimers; Terms.

- (1) Seller warrants Seller has clear title to the Horse.
- (2) **Buyer acknowledges that Buyer has conducted such investigations and inspections, including the use of their own qualified veterinarian, as Buyer deems necessary, and is satisfied with the Horse's condition. Buyer further acknowledges that, except as specifically set forth in Section C(1), Seller makes no warranties or representations whatsoever, express or implied, with respect to the Horse, or warranties or representations with respect to the merchantability or fitness for the Horse for any particular purpose, all of which warranties are hereby disclaimed and specifically excluded. The parties to this Agreement acknowledge that the Horse is sold "as is", "with all faults" and subject to all existing conditions and defects. Therefore, Buyer acknowledges that Buyer is not relying on any statements made by Seller, by Agent, or by Seller's affiliates, agents, servants and employees, by Agent's affiliates, agents, servants or employees and are relying solely on Buyer's own investigations or inspections of the Horse entering into this Agreement.**
- (3) In executing this Agreement, the parties expressly represent and warrant that each party is relying solely on the terms set forth in this Agreement, and not upon any representation, warranty, agreement, promise or information, written or oral, made by any other party, person or entity. Each party is relying solely on his/her/its own judgment in entering into and executing this agreement. In entering into this agreement, each party hereby expressly waives any reliance on any representation, warranty, agreement, promise or information, written or oral, made by any party or person other than as specifically set forth in this agreement.
- (4) Buyer hereby states and warrants that Buyer has had the option to review the condition, conformation, soundness, and health of the Horse, including, without limitation, any veterinarian examinations,

ultrasounds on mares OR additional photos/videos, at buyer's expense before the sale. Buyer understands the Horse, whether a mare or stallion sells with absolutely NO guarantee of breeding soundness, expressed or implied. Buyer has had the opportunity to get any of their own veterinarian exams or testing - to verify breeding soundness - done prior to sale day, and accepts the Horse "AS IS".

- (5) Buyer has agreed to the Conditions of Sale when registering to bid online, and all Conditions of Sale will be applicable to this purchase and are attached at Exhibit "A" and made a part hereof.

E. Risk of Loss. Injury, Sickness or Death.

- (1) Buyer shall assume the risk of loss of the Horse IMMEDIATELY AT END OF AUCTION. Buyer assumes responsibility for injuries or sickness, including death, to the Horse during transport or while waiting to be transported/picked up at Sellers facility or any other facility. Buyer understands they are responsible for any veterinarian bills that could incur from this point forward. **AGENT HIGHLY RECOMMENDS GETTING INSURANCE ON THE HORSE(S) IMMEDIATELY UPON CLOSE OF AUCTION. AGENT DOES NOT GUARANTEE INSURANCE CAN BE OBTAINED ON ANY ANIMALS.**
- (2) Seller and Agent will help Buyer arrange transport; however, Seller and Agent assume no responsibility for any injuries, sickness or death that could result while the Horse is in transporters care. Buyer understands Seller and Agent do not endorse any particular transport company. Buyer is responsible for all transport costs and expenses.

F. Agent.

Buyer understands that Select Horse Sales, LLC is acting only as an agent for the purpose of the sale of the Horse. It is the position of the Agent that the Horse is sold "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY" or any other warranty except for the warranty of title from Seller. Any guarantees from the Seller are strictly between Seller and Buyer. Seller is bound by the Conditions of Sale as well as the consignment agreement completed upon entry to the sale.

G. Law.

This Agreement shall be governed by the laws of the State of Texas.

H. Time of the Essence.

Time is of the essence of each provision in this Agreement.

I. Default.

Should either Buyer or Seller default under any provision herein, such other party may give written notice of such default and the defaulting party shall have five (5) business days to cure. If such default is not cured within this timeline, the party claiming such default shall be able to pursue any right or remedy under law or in equity.

J. Survival.

All representations, warranties, disclaimers, releases and indemnities set forth herein shall survive the transfer of ownership of the Horse as contemplated in this Agreement.

K. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this Agreement unless reduced to writing and signed by all parties before a notary.

BUYER:

Printed Name: _____

Date: _____

SELLER:

Printed Name: _____

Date: _____

AGENT:

Select Horse Sales, LLC, a Texas limited liability
Company

By: _____
Melanie Smith, Manager

Date: _____

PLEASE FILL OUT THE BELOW INFORMATION ACCURATELY, OR YOUR PAPERS WILL NOT BE SENT TO THE BREED ASSOCIATION!

AQHA TRANSFER INFORMATION

****IF YOU DO NOT HAVE AN AQHA/APHA MEMBERSHIP, PLEASE VISIT THEIR WEBSITE IMMEDIATELY TO REGISTER FOR ONE OR RENEW YOURS.****

NAME ON MEMBERSHIP: _____

AQHA OR APHA #: _____

ADDRESS: _____

PHONE NUMBER: _____

TRANSPORTATION

PLEASE CONTACT HAULING COORDINATOR, VICTORIA GOODSON, TO GET ASSISTANCE WITH ARRANGING TRANSPORT AT (940) 284-6974

EXHIBIT “A”

GENERAL CONDITIONS OF SALE
GENERAL PROCEDURES AND IMPORTANT AUCTION NOTICES FOR ALL PARTICIPANTS

CONDITIONS OF SALE

ALL PROSPECTIVE PARTICIPANTS ARE URGED TO TAKE NOTICE OF AND CAREFULLY READ THIS DOCUMENT AND THE CONDITIONS OF SALE FOR THE AUCTION PUBLISHED WITHIN THE SALE WEBSITE AND CONSULT AN ATTORNEY IF THEY HAVE ANY CONCERNS REGARDING ANY PROVISIONS THEREIN. Select Horse Sales, LLC, a Texas limited liability company, and Solo Select Horses, LLC, a Texas limited liability are hereafter, together, referred to as “Solo Select”.

WARRANTIES

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS MADE BY SOLO SELECT OR OWNER/SELLER AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE OF ANY HORSE, FOAL IN UTERO OR VITRIFIED EMBRYO. ALL HORSES, FOAL IN UTEROS OR EMBRYOS SELL “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY”.

Solo Select reserves the right, in its sole discretion, to accept or reject the request for a Buyer Number.

EXAMINE HORSES AND EMBRYOS

Buyers have the right to and are encouraged to personally inspect any Horse, Foal-In-Utero or Embryo of interest thoroughly PRIOR TO BIDDING OR BUYING. Veterinary or Embryologist assistance is encouraged and is the responsibility of any bidders. For Horses, Solo Select provides a veterinary statement, but does not guarantee or represent the validity of any findings in that statement.

MULTIPLE EMBRYOS

Neither Solo Select nor the pedigree research company shall be responsible for providing information as to multiple embryos (foals of the same year) or frozen embryos out of mares or dams in the sale; nor shall they be liable in any way for Buyer’s or Solo Select’s belated awareness of such information.

RECIPIENT MARES

ALL RECIPIENT MARES MUST BE RETURNED TO STATED FACILITY IN GOOD CONDITION BY NOVEMBER 1ST OF THE YEAR OF FOALING. BREEDERS CERTIFICATES FOR THE RESULTING FOAL WILL NOT BE GIVEN UNTIL MARE IS RETURNED. IF MARE IS NOT RETURNED, BUYER WILL OWE A \$3,500 RECIPIENT PURCHASE FEE.

GENETIC TESTING RESULTS

GENETIC TESTING RESULTS ARE NOT GUARANTEED BY SOLO SELECT OR ANY OWNER/SELLER.

POST-SALE CARE

Horses, Foal-In-Uterus and Embryos become the Buyer’s responsibility at the fall of the hammer. Buyers are advised to contact the Owner/Seller and confirm that proper care is provided after the sale.

ACCOUNT SETTLEMENT

All accounts must be paid BY MONDAY AT 5 PM CST FOLLOWING THE SALE. Make all payments directly to the sales cashier and not to the Owner/Seller under any circumstance.

AQHA TRANSFERS

FOR HORSES, AQHA OWNERSHIP TRANSFER FEES ARE THE RESPONSIBILITY OF OWNER/SELLER.

FOR FOALS-IN-UTERO, THE SELLER IS RESPONSIBLE FOR PROVIDING A FULLY EXECUTED BREEDERS CERTIFICATE AND TRANSFER WHEN THE RECIPIENT MARE IS RETURNED OR APPLICABLE RECIPIENT MARE PURCHASE FEES HAVE BEEN PAID. THE BUYER WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REGISTERING AND TRANSFERRING THEIR FOAL.

FOR VITRIFIED EMBRYOS, A BUYER IS SOLELY RESPONSIBLE FOR OBTAINING REGISTRATION CERTIFICATES AND COMPLETING THE REGISTRATION PROCESS THROUGH AQHA OR APHA. AQHA Frozen Embryo Permit(s) will be issued for each embryo. These will be transferred to the Buyer at AQHA. It will be the Buyer's sole responsibility to get the stallion breeders certificate released from the stallion owner, based on the stallion owners terms. Buyer shall have no recourse against Seller or Agent should a Buyer be unable to get the stallion breeder certificate released for any reason whatsoever. THERE ARE NO EXCEPTIONS.

CATALOG INFORMATION AND ANNOUNCEMENTS

EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THE INFORMATION PRINTED IN THE SALE CATALOG. SOLO SELECT DISCLAIMS RESPONSIBILITY FOR THE CONSEQUENCES, IF ANY, OF ANY CATALOG ERRORS. HOWEVER, NOTIFICATION OF ANY ERRORS WOULD BE APPRECIATED.

USE CAUTION WHILE ON THE PREMISES

All persons attending the auction or previewing horses at any consignors facility, including, without limitation, those facilities owned by Solo Select, do so at their own risk and are urged to use extreme caution.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

ENGAGEMENTS

Unless announced otherwise, all payments for eligibility in major aged events that become due after the date of sale are the responsibility of Buyer, who should notify the proper association of new ownership.

VETERINARIANS

Any Buyer who fails to obtain a pre-purchase examination does so at Buyer's sole risk and is subject to indemnity obligations because all Horses, Foals-In-Utero and Vitrified Embryos are sold "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY".

BY ATTENDANCE:

All agree to save, HOLD HARMLESS and INDEMNIFY Solo Select, Melanie Smith (an individual), and their respective agents, employees, members, managers, partners, directors, officers and/or any person or entity acting on their behalf (together, the "Solo Parties"), from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from (i) personal injury or death of any person (including but not limited to employees of Owner/Seller or Buyer) or any horse, including but not limited to any claims arising out of injuries or damages caused by the horse after the fall of the hammer, and (ii) property damage, including loss of use thereof, economic loss or otherwise, arising or growing directly or indirectly out of Owner/Seller's or Buyer's use of any of the facilities in connection with the sale, the conducting of the sale or anything occurring in connection with the sale.

The foregoing indemnity obligations shall apply whether or not the claim or liability in question results or is alleged to result in whole or in part from the sole, concurrent or comparative negligence or strict liability of the Solo Parties,

or any defect in the premises, equipment or tools owned, operated or controlled by the Solo Parties. Accordingly, it is understood and agreed that in no case shall the Solo Parties be responsible for any loss, death, damage or injury of any character to any person, animal, article, or any personal property arising from or occurring prior to, during the sale or after the sale.

CONDITIONS OF SALE

FROM: Solo Select

TO: All Sale Participants – TAKE NOTICE

CONDITION NO. 1 - GOVERNING LAW

Neither the Solo Select nor the Solo Parties are responsible for any liability whatsoever, including, but not limited to, the loss, damage, injury, death or illness of any horse, person, or property before, during or after the sale. All horses consigned to the sale are offered in accordance with the laws of the State of Texas and all transactions between Buyer, Owner/Seller and Solo Select are governed by the laws of the State of Texas. Each Horse, Foal-In-Utero or Vitrified Embryo offered in the sale is sold “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY”. In the event of any legal dispute between the Buyer and the Owner/Seller, Solo Select will occupy the position of agent for a disclosed principal and stakeholder and will be discharged from all obligations owing to the Owner/Seller or Buyer upon delivery of any property or funds held by Solo Select to the court having jurisdiction of such dispute.

CONDITION NO. 2 - BIDDING PROCEDURE

The highest bidder shall become the Buyer. Solo Select reserves the right to reject any and all bids.

CONDITION NO. 3 - BIDDING DISPUTES

If a dispute should arise between or among two or more bidders, Solo Select shall settle the dispute, and his decision shall be absolute, final, and binding on all parties. In such a case, Solo Select has the right to reopen the bidding procedure and ask for advanced bids, solely between the bidders having claimed the last bid. If there is no advance bid, the horse shall be sold to the bidder from whom Solo Select recognized the final bid. If for any reason the bid should be reduced below the recognized bid at the beginning of such a dispute, Solo Select may reopen the bidding to all bidders with the highest bidder becoming the Buyer regardless of whether or not the final bid exceeds the bid which was originally disputed. SOLO SELECT RESERVES THE RIGHT TO BID ON ANY HORSE OR ITEM TO PROTECT THE SELLERS RESERVE. OWNER/SELLER MAY ALSO BID ON THEIR OWN HORSE TO PROTECT THEIR RESERVE.

CONDITION NO. 4 - TITLE AND DELIVERY

Title passes to the Buyer automatically at the “fall of the gavel” which is the point in time where bidding has closed online on the particular lot. At such time, all risk of loss and the responsibility, maintenance, care and expenses for the Horse, Foal-In-Utero or Vitrified Embryo sold passes immediately from the Owner/Seller to the Buyer. Upon the passage of title, the Buyer agrees to indemnify and hold the Solo Parties harmless from all loss, cost and expense including but not limited to: (a) the loss or damage to the Horse, Foal-In-Utero or Vitrified Embryo; (b) loss or damage to property, and (c) injury or death of persons caused by the Buyer, his agents, or employees. Title and all risks are assumed by the Buyer whether or not delivery has been made. Delivery of a purchased Horse, Foal-In-Utero or Vitrified Embryo shall be contingent upon the Buyer making a full settlement to the sale cashier as described in Condition No. 5.

CONDITION NO. 5 - SETTLEMENT

Settlement for any purchase must be made in full and paid directly to the sale cashier within the specified time announced prior to the commencement of the auction. Payment to any other source is prohibited and is not recognized as settlement. Settlement for any purchase must be made for the full purchase price with U.S. Currency

or with funds from a U.S. Bank in the form of a bank check, credit card, cash, certified check or travelers check, all of which must have been approved by the Auctioneer. Any person signing a check in the State of Texas is liable for the full amount of the check. Any party issuing a check returned as “insufficient funds” or “payment stopped” or “account closed” or issuing a check that shall for any reason not clear drawee’s bank, is subject to being prosecuted to the full extent of the law and is further subject to all legal and equitable remedies, including interest, court costs and attorney fees. Appropriate legal services will be obtained in whatever jurisdiction necessary to secure performance of any payment given as settlement and all costs, including attorney’s fees, incurred by Auctioneer shall be the responsibility of the party issuing such payment.

CONDITION NO. 6 – DEFAULT

After successfully winning a bid, all Buyers shall be responsible for the full purchase price, as stated, for the Horse, Foal-In-Utero or Vitrified Embryo. Buyers who fail in any respect whatsoever to make settlement as described in Condition No. 5, shall be declared in default. The Owner/Seller, Solo Select and/or Solo Parties may bring suit against the party that is in default who shall be responsible for all costs, including attorney’s fees, incurred by Owner/Seller, Solo Select and/or Solo Parties in collection of amounts owing, or in enforcement or interpretation of the sale condition.

CONDITION NO. 7 – WARRANTIES

THERE IS NO WARRANTY, EXPRESS OR IMPLIED BY SOLO SELECT, SOLO PARTIES, OWNER/SELLER OR ANY REPRESENTATIVE THEREOF, AS TO THE SOUNDNESS, VIABILITY, PHYSICAL CONDITION, HEALTH, ABILITY TO INSURE, DISPOSITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE, FOAL-IN-UTERO OR VITRIFIED EMBRYO OFFERED IN THIS SALE. All Horses, Foal-In-Utero or Vitrified Embryos are sold “AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, WITHOUT EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY”. Any and all guarantees announced on the Owner/Seller’s behalf in the description on the website are made solely between the Owner/Seller and the Buyer.

CONDITION NO. 8. – BROODMARES

No Guarantees are made by Solo Select, Solo Parties or any representative thereof, regarding pregnancy status, eventual foaling, or fertility of any horse offered for sale. Final pregnancy status on broodmares will be announced at the time of sale on the Seller’s behalf. It will be the Buyer’s sole responsibility to get the stallion breeders certificate released from the stallion owner, based on the stallion owners terms. Buyer shall have no recourse against Seller or Agent should a Buyer be unable to get the stallion breeder certificate released for any reason whatsoever.

CONDITION NO. 9 - CATALOG AND ANNOUNCEMENTS

The accuracy of all information in the catalog is the sole responsibility of the Owner/Seller. While certain information may have been procured by Solo Select from third parties on behalf of the Owner/Seller, it is nonetheless solely the responsibility of the Owner/Seller to verify the accuracy of such information. Solo Select, Solo Parties or any representative thereof, does not assume any responsibility or liability for errors or omissions, or for any verbal or written statement regarding the horse sold.

CONDITION NO. 10 - REGISTRATION CERTIFICATES

A. All documents related to the Horse, Foal-In-Utero or Vitrified Embryo, if any, will be held by Solo Select until the Buyer's payment clears the drawee’s bank and becomes unconditional credit. Upon payment clearance, all applicable paperwork will be forwarded directly to AQHA, Buyer or wherever Solo Select deems appropriate.

B. For Vitrified Embryos, Buyer shall be solely responsible for obtaining the stallion breeders certificate for the Vitrified Embryo and shall not look to Solo Select or the Owner/Seller for any assistance as it relates to this process and this certificate.

CONDITION NO. 11 - AUCTIONEER DISCLAIMER

Solo Select, Solo Parties or any representative thereof, does not act as agent for or represent the Buyer or Owner/Seller, but only provides a medium for bringing together the Buyer and Owner/Seller for the purpose of a sales transaction. There is no implied or express warranty made by Solo Select, Solo Parties or any representative

thereof as to the marketability, viability or suitability of any Horse, Foal-In-Utero or Vitrified Embryo for a particular purpose.

CONDITION NO. 12 – DISPUTES

If a dispute should arise between Owner/Seller and Solo Select or Solo Parties or Buyer and Solo Select or Solo Parties, all claims, disputes, controversies, differences or other matters in question arising out of Solo Select's or Solo Parties' relationship to any party in the matters stated in these Conditions of Sale (the claims) and all other matters in which Solo Select and Solo Parties have provided any type of services at any time, whether or not those matters are encompassed within this document (including, but not limited to compensation for fees, expenses and/or commissions) shall be settled finally, completely and conclusively by binding arbitration in Whitesboro, Grayson County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one or more arbitrators chosen in accordance with the Rules. Arbitration shall be initiated by written demand of the party seeking arbitration. A decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Grayson County, Texas, to enforce such decision and the benefits thereof. Any arbitration held in accordance with this paragraph shall be private and confidential and no person shall be entitled to attend the hearings except the arbitrator(s), the stenographer, (if one is requested), the parties and the attorneys for the parties and/ or representatives designated by the parties. The matters submitted for arbitration, the hearings and proceedings thereunder and the arbitration award shall be kept and maintained in strictest confidence by the parties and shall not be discussed, disclosed or communicated to any person. On request of any party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar as may be necessary to enforce the award of the arbitrators and any judgment enforcing such award. The prevailing party shall be entitled to recover reasonable and necessary attorneys' fees and the costs of arbitration from the non-prevailing party. All Owners/Sellers, Buyers, bidders and attendees voluntarily and intentionally waive any right that they may have to a trial by jury in respect to any litigation arising from or connected with this auction.

CONDITION NO. 13 - DROPBOX REPOSITORY/RADIOGRAPHS

Solo Select encourages everyone to use the repository dropbox with their veterinarian to fully evaluate the radiographs available. Digital radiographs are not expected to prove an animal "perfect" or suitable for any particular purpose, rather, this practice merely allows interested parties the opportunity to make decisions based on information made available and gives interested parties the opportunity to consult with their own experts and/or professionals to ultimately make determinations as they relate to any particular horse.

DIGITAL RADIOGRAPHS ARE NOT AVAILABLE FOR VIEWING AFTER A HORSE HAS SOLD.

CONDITION NO. 14 - REPOSITORY RULES

Solo Select has established a Repository. The Repository provides veterinarians with off-premise viewing options.

We may amend these Terms of Use at any time by posting the revised Terms of Use on the Site and Application. We may terminate these Terms of Use at any time by suspending or terminating access to the Services and/or notifying you. The Site and Application allow you to place bids, monitor live auctions and perform other related activities in connection with the Auction House (collectively, the "*Services*"). Your continued use of the Services after we have posted revised Terms of Use signifies your acceptance of such revised Conditions of Sale. No amendment or modification of these Conditions of Sale will be binding unless in writing and signed by our duly authorized representative or posted to the Site and/or Application by our duly authorized representative.