



# TERMS & CONDITIONS

ROCK SPRINGS  
AUGUST 13TH, 2022



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## HORSE SALE TERMS & CONDITIONS

### BIDDING

Bidders have 3 options to bid: **onsite, online, or by phone.**

See our **"Register to Bid"** page to get registered for our next sale. New Bidders are required to provide a driver's license, bank contact information, and bank account number so we can verify you are a customer in good standing in order to obtain a bidder number. Please know that all online and phone bidders must be registered by noon the day before the sale, August 13th. Any online or phone bidders trying to register after this deadline, are not guaranteed to bid. All bidders must be at least 21 years of age. The highest bidder is the buyer. If any dispute arises between or among two or more bidders, sole authority to settle the dispute as he sees fit is reserved by the auctioneer and the decisions shall be final. Seller reserves the right to waive the sale (bids) of his/her horse before it leaves the ring. The auctioneer reserves the right to reject any or all bids. The auctioneer completes sale of a horse at the fall of the gavel. We reserve the right to refuse bidding to anyone.

### Online Bidding

Online Bidding is provided by Royal Crown, INC. You can either bid on the website <http://bid.royalcrownrace.com/> or go to the app store and download the Royal Crown Horse Sale App. There will be a 2% online buyers fee applied to all online winning bids. Online bidders have 2 payment choices, credit card or ACH (e-check). We do charge a 3% convenience fee to pay with a credit card or debit card (International 4%). Make sure you plan accordingly and notify your bank of the charges. Any returned e-check charges will be assessed a \$500 fee and required to wire the balance same day plus the \$500 fee. International bidders have 2 payment options of credit/debit card (4% convenience fee) or wire transfer.

### Phone Bidding & Absentee Bidding

In order to bid, you will need to fill out our Phone/Absentee Bidding Form. All registered phone bidders are required to provide us with a payment form prior to bidding. New bidders need to provide us with their bank contact information, bank account number, and copy of driver's license. Email all information in one single email to **royalcrownhorsesale@gmail.com** stating how you plan to bid.



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### Payment

Payment in full is required to be made to Royal Crown immediately after the sale by credit card, cash or check. International purchases are payable by credit/debit card or wire transfer. A 3% convenience fee will be charged if payments are made with a credit or debit card (4% international). By making payment with your card, you acknowledge that you waive the right for a return of horse(s) along with any and all refunds of monies paid etc. in conjunction with any purchases at this sale/auction from Royal Crown, INC.

### Private Sales

Absolutely **NO PRIVATE SALES** with consignors either prior to the sale or after the auction. Consignors have given Royal Crown Exclusive Rights for selling the consigned horses. All horses brought to the sale must go through the auction ring. Any horses "no sold" in the ring but sold outside are expected to report it to the office. We will leave it up to the integrity of the seller to make sure this happens so the seller will be welcome back to the sale.

### Consignor's Guarantee

Based upon representations made solely by the horse consignor, all horses consigned have been looked over at check in. All horses are sold guaranteed sound by the consignor only that at the time of sale the horse was sound of limb, wind, and eye unless other announcements are made from the auction block. This soundness guarantee shall be exclusively between buyer and seller only and does not include any other persons. Buyer understands and agrees that Royal Crown is not responsible to perform any inspection or to independently confirm or verify the soundness of Consignor's horse. Buyer understands and agrees that Royal Crown is unaware of the condition of Consignor's horse, and therefore is relying solely upon representations made by Consignor regarding the condition of the horse and that the horse is sound. All soundness guarantees do not include any time period following the sale including transportation. Buyers are encouraged to purchase equine insurance to protect their investments. Shall any soundness disputes arise; the buyer must contact the seller and settle the dispute between the two of them and Buyer agrees to indemnify, release and hold harmless Royal Crown, Matt Zancanella and Levi O'Keeffe, to and from any claims, liability or damages which may be asserted by buyer of the horse on account of any breach of warranty, breach of promise or alleged misrepresentation. If the horse is determined not to have the alleged defect, the sale of said horse is valid and enforceable and purchaser assumes all costs of examination, treatment, and sale purchase price. Soundness does not guarantee pass of a check by any vet or trainer following the sale. Buyers are to ride and visit the horse before the sale giving them confidence they need to bid come sale day.



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If they want x-rays, they need to have them completed before the sale at their own expense. The buyer understands and agrees that the consignor of each animal (not Royal Crown) represents and warrants to the buyer, Royal Crown to include but not limited to the following:

- Title of the animal, free from all claims of ownership
- Sound of limb, eyes, and wind
- Not a cribber or wind sucker
- Not cryptorchid
- Not pregnant if not stated
- Be exactly what they represent them to be.
- Requirements for Transport:
  - **Brand Inspection – Required by the state of Wyoming** on all sale horses: A brand inspection (AKA Ownership Papers) is included with horse payment at checkout and must be obtained from the brand inspector once you have paid for your horse(s). \$10 fee charge

### **Coggins**

Required for transport into and out of Wyoming: All horses sold are required to provide a coggins test current within six months of sale date (provided by consignor).

### **Health**

Required for transport out of Wyoming: A veterinarian will be on grounds to provide all horses going out of state a current health inspection. Fees will be included with horse payment at checkout. \$50 per animal (International Health is additional \$250)

### **Transporters**

We highly recommend that buyers hire a licensed and insured transporter.

### **Equine Insurance**

We highly recommend that buyers protect their investments and purchase equine insurance. On-site insurance: Plains Horizon Equine Insurance; Marvin Tavarez 830-708-3870

### **Care of & Pick-Up**

Buyer assumes full ownership and responsibility of the animal from the time it is sold in the sale ring. It is the new owner's responsibility and sole risk from the time of purchase for proper feed, care, and maintenance. Buyers will be responsible to pick-up purchased horse(s) immediately following the sale or a \$25/night boarding fee will be assessed. Do not take sale numbers off the horses, as they will be needed for checkout.



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### **Foals**

Foals will stay on their mothers until weaning. However, you MUST obtain insurance for them as soon as you purchase them.

### **Recipient Mares**

Foals All recipient mares must be returned to stated facility in good condition by December 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.

### **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 buyer agrees that it is relying upon any warranties or representations made prior to or during the sale to be made only by and on behalf of the consignor.

Buyer agrees that Royal Crown are serving merely as agents selling said horse(s) for the consignor as the principle. The seller/consignor is the sole responsible party for all representations, warranties, and guarantees expressed or implied concerning the condition of any horse and buyers should satisfy themselves concerning the condition before purchasing. Consignors will not replace animal because of human/animal personality conflicts. Once again, buyers need to do their homework well in advance of the sale to find the sale animal that best fits them. The buyer and sale attendees further agree to hold the consignor, Royal Crown harmless from all loss, cost and expense rising 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.

### **Buyers Fees**

- Brand Inspection: \$10 brand inspection fee/horse.
- Health Papers (transport across State lines): \$50 health inspection fee/horse (International Health requires additional \$250)

### **Additional Buyer's Fees**

2% Online Buyers Fee – 2% Phone Bidding Fee – 3% credit/debit card convenience fee (4% International)

### **Stalls following the sale**

All horses can stay in their current stall until noon the day after the sale. They must be checked out no later than noon. Nightly boarding rates do apply at \$25/night.



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### **Loading out**

Buyers must have a paid invoice from the office for all load outs. Brand inspector and veterinarian will be on sight sale day for all appropriate paperwork.

### **Liability**

Buyers, sellers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk according to the laws of the State of Wyoming. 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. Royal Crown; 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 attending the Royal Crown Horse Sale. Royal Crown & its associates act as agents only and are not responsible for buyer/seller error or misunderstanding. All guarantees are for the benefit and reliance by buyers, and are strictly between the buyer and the seller of the horse. All animals are sold "As Is". In further consideration of this sale, I agree to indemnify and defend Royal Crown Horse Sales, 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 horse sale whether by negligence, breach of warranty, or any misrepresentation which is alleged to have been made about the soundness of any animal sold at the sale . The undersigned by executing this instrument delivers said agreement to Royal Crown and declares them free of any and all claims.

If any claim or dispute is asserted or arises out of or over the sale or consignment 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 directly or indirectly out of this transaction in all respects. By purchasing a horse at Royal Crown Horse Sale and/or executing this instrument, I verify that I have read the above information/terms & conditions in full and hereby agree to be bound by them.