

ONLINE ONLY HORSE SALE

ONLINE ONLY TERMS & CONDITIONS

Nominations that don't qualify in the top 75 for our premier sale will have the option to sell in our online only sale approximately one month prior to the original live sale dates. If you have agreed to sell in our online only auction, we will email you an invoice payable by e-check only. Know your routing number and account number to be able to pay the consignment fee. These fees need to be paid within 24 hours or your horse will not draw a lot number or be listed on our online bidding platform. Any fees not paid, will forfeit their spot. We'll export all information and photos submitted at the time of nominations then upload them directly to our online bidding platform, PremierOnlineSales.com. We're not your normal online only sale. All horses are required to check-in the day before the sale starts to close, provide x-rays, a vet exam, meet in the same location at a specified date, and preview live via livestream during the day. All bidding will take place Online Only with the auction starting to close at 6pm. We will also have a livestream while lots are closing led by our announcer. We are USDA licensed and bonded. Therefore, we will be collecting the payment from the buyers and paying sellers minus fees. We will also be collecting appropriate sales tax depending on sale location.

Consignment Fees are \$300/horse – applied to advertisement, bidding software, and stalls. Buyers take over stall fees the night bidding closes. "No Sales" will pay for their stalls immediately following the sale (rates vary). Trainers are also required to pay extra for their stalls when arriving before check-in day. Consignment Fees are nonrefundable once horse is accepted. Non-refundable includes but is not limited to a vesicular stomatitis quarantine or country pandemic that would keep the sale from taking place.

Commission Fees are 8% of sale price or \$1,000 whichever is greater.

No Sale/Pass Out Fees are \$1,000.

Content will need to be edited within 7 days of agreeing to sell in our online only sale.

- Description – required to list age and height, pedigree & money earners from sire and dam, and trainer name and contact listed at the end. Trainer consents to list any cosmetic blemishes that do not affect the horse's soundness (scars, chewed tail, cinch sores, bumps, etc.) including pregnancy in the description of the horse.
- Photos – Horses that didn't make the top 75 because of nonprofessional photos will not sell well unless photos are updated. Trainers understand that using nonprofessional photos of their horse for marketing will tremendously hinder the selling price.
- Video – Required by ALL trainers and required to be turned in no less than 2 weeks prior to sale day. Videos need to be submitted by YouTube link only. Videos are required to be labeled with Lot # first followed by registration name, trainers name, and sold at online @ PremierOnlineSales.com. The longer the video, the better especially for these online only auctions.

- Copy of registration – A copy of this will be exported from original nomination to display on the online bidding platform.

Registration Papers – Immediately following the payment of consignment fees, original registration papers are required to be mailed to the office immediately. Transfer papers are required to be signed fully including address and accompany the registration papers in order to call the horse registered. Horses will be listed as grade if the office doesn't have the original papers at the time of uploading all lots online. Please make sure to send them "signature required" so you know we received them. Mail original registration papers and signed transfers to:

MM Auction Services, LLC
15 Joslen DR
Powell, WY 82435

Preview - Trainer agrees to have horse(s) checked in on time and participate in the preview. Preview will run in lot # order. Be ready when it's your turn. If your turn is missed, you will be moved to the bottom. If you are not there to preview at the end, your horse will be sifted from the sale. MM Auction Services is there to put on a quality horse sale and our buyers expect to be #1 on the list. If you can't put this sale and our buyers #1 on the list, please don't agree to sell your horse at one of our sales.

Required pre-purchase exam:

All horses consigned to Online Only Horse Sales are required to have a pre-purchase exam done by a licensed veterinarian in order to sell. PPEs can be done as early as 4 months before sale day but no sooner. Pre-purchase exam should include but is not limited to clean x-rays (Left & Right Fore Foot DP, Left & Right Fore Foot Lateral, Left & Right Skyline Navicular View, and AP & Lateral Hock views) plus any other ex-rays deemed necessary by the veterinarian. Please have your vet email all images in PDF format including the [veterinarian examination](#) to becky@mmauctionservices.com. She will make sure they are uploaded to your horse's profile. If buyers want more than the required PPE provided by trainers and their vets, buyers are required to get it done before the sale at their expense.

Note: Examination of x-rays, and access to the images are subject to our Repository Terms & Conditions which are agreed to when signing these terms. Each buyer is encouraged to instruct their registered veterinarian to inspect the X-rays for each Lot and physically inspect each Lot prior to the purchase thereof. As provided in the Standard Conditions of Sale contained in the Sales Catalog and on our website, each Lot purchased is purchased, at the fall of the hammer, with all defects and deficiencies, latent and patent, subject to the exceptions set out in the said Standard Terms and Conditions of Sale, or, announced prior to the auction of a Lot. The Buyer acknowledges that it is his/her sole responsibility to determine the quality, accuracy and completeness of the Pre-purchase Exam and to obtain independent advice with respect thereto from a registered veterinarian.

Transportation requirements coming to online sale site:

- All horses must have a coggins test current within six months of sale date & in owner's name.
- All horses coming from a brand state are required to have a current or lifetime Brand Inspection.
- All out of state horses must have current Health Papers within 15 days to enter sale premises.

Healths are required to state the following: the animals listed on the CVI have not originated from some premises or an area under quarantine for vesicular stomatitis virus (VSV) or some premises on which vesicular stomatitis virus has been diagnosed in the last 30 days, or are within 10 miles of such premises; and the animals in the shipment have no signs of vesicular stomatitis viral disease.

Private Sales: Absolutely no private sales leading up to the auction or following on premises. All horses brought to the sale are consigned and required to sell online. Any horses that don't meet their reserve but sell afterwards within 24 hours 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 any of our sales.

Auction Fees and Commission: The consignment fee per horse is \$300 and applied to advertisement, bidding software, and stalls. This fee will be non-refundable once horse is consigned. An 8% commission or a minimum of \$1,000 will be charged on all horses sold. There will be a no-sale (reserve not met) fee on horses of \$1,000 in addition to the consignment fee. If a horse is pulled from the sale (scratched) there will be a no-sale fee of \$1,000 in addition to the consignment fee as well. In order to waive the \$1,000 scratched fee and retrieve registration papers, owner must provide MM Auction Services with a vet release explaining why the horse cannot sell at online auction along with a video of injury or sickness. Animals that are rejected by the buyer because they are misrepresented at the time of the sale by the trainer will be charged 8% or \$1,000 whichever is greater, same as if sold. All horses/trainers will be charged a \$20 brand inspection fee by state law when sold (required states only). Trainer will also be charged \$20 for a new halter and lead rope to be given to the new owner at the time of sale. If trainers "NO SALE" a horse, they are required to pick up registration papers and anything additional they may need. Failure to pick up at the office will result in a \$50 accessed fee to ship everything. Trainers willing to ship horses to buyers are required to pick up all proper paperwork from the office before departing. Failure to do so will result in a \$50 fee accessed to the trainer so we can ship necessary items to the new buyer. These charges will be deducted from your consignments gross sale or an invoice will be emailed and required to be paid within 24 hours.

Requirements - Following the sale, all trainers are required to feed & water sold horses. Out of courtesy to both the horse and the buyer, please leave a water bucket and full feeding of hay in your stall. MM Auction Services crew will check all sale horses the night of the auction, feed and water again, and take over full care Sunday morning.

Trainer's Checks: All checks will be written within 24 hours of sale date and made payable to owner listed then mailed. We do not guarantee delivery when we ship checks using USPS. Please be patient when waiting for your check to arrive. Trainer can request to have their check balance wired to them minus \$100 cancel payment on check fee & \$100 wire transfer fee. Trainers final balance will be wired minus \$200 total in fees then the trainer is required to void the original check and mail back to MM Auction Services for our records which are required by law.

Trainer's Guarantee:

Trainer consents to list any cosmetic blemishes that do not affect the horse's soundness (scars, chewed tail, cinch sores, bumps, pregnant, etc.) in the description of the horse. All horses selling have provided a Pre-purchase exam for buyer's veterinarians to view prior to sale day in order for the buyer to make their own judgements of whether to purchase the horse or not. Trainer understands and agrees that MM Auction Services is not responsible to perform any inspection or to independently confirm or verify the soundness of Trainer's horse. Trainer understands and agrees that MM Auction Services LLC is unaware of the condition of Trainer's horse, and therefore is relying solely upon representations made by Trainer regarding the condition of the horse and that the horse is sound in order to advertise and market the stated condition of the Trainer's horse before and during the sale. This soundness guarantee is between buyer and seller only and does not include any other persons, and Trainer agrees to indemnify, release and hold harmless MM Auction Services LLC, Premier Online Sales, and Colby or Codi Gines 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. All soundness guarantees do not apply to or include any time period following the sale including transportation. Buyers are encouraged to purchase "drop of hammer" equine insurance to protect their investments. Shall any soundness disputes arise; the buyer must contact the seller and settlement of the dispute shall be exclusively between the two of them. In the event it is determined that the defect was present at the time of sale, the trainer is required to trade the buyers a horse of same value. 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 an examination 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. If they want additional x-rays, they need to have them completed before the sale at their own expense. Solely, the trainer of each animal represents and warrants to the buyer, Colby & Codi Gines, Premier Online Sales, and MM Auction Services LLC 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
- Be exactly what they represent them to be.

By Consignment to MM Auction Services, LLC DBA Premier Online Sales, Trainer grants MM Auction Services the EXCLUSIVE RIGHT TO SELL the consignment subject to the above provisions and agrees to all terms and conditions. MM Auction Services does NOT allow substitutions or replacements once a horse has been consigned and entered online. Trainer agrees to not privately sell the consigned horse. To withdraw your original consigned horse from Premier Online Sales, it must be injured or sick, provide a vet release, and submit injury/sick photos to waive the no sale/no show fee & retrieve registration papers.

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 seller (trainer) is the responsible party for all representations, warranties, and guarantees expressed or implied concerning the condition of any horse. The trainers agree to hold MM Auction Services LLC, Colby & Codi Gines, & Premier Online Sales harmless from all loss, cost and expense arising 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.

Liability: Buyers, sellers/trainers, and spectators are cautioned to exercise care if they choose to attend the final sale location and enter premises at their own risk according to the laws of the State in which the sale is held (Arizona/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. Colby & Codi Gines, Premier Horse Sales, MM Auction Services, LLC; 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 Premier Online Horse Sale. MM Auction Services, LLC & its associates act as AGENTS ONLY and are not responsible for buyer/seller error or misunderstanding. All guarantees are strictly between the buyer and seller. All information distributed is provided by the trainer and MM Auction Services is not liable for any misprints or distribution and advertising of said information. All animals are sold "AS IS". In further consideration of this consignment, I agree to indemnify and defend, MM Auction Services, LLC DBA Premier Online Sales, Colby & Codi Gines, 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 at this 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. If any claim or dispute is asserted or arises 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 direct or indirectly out of this transaction in all respects. I verify that all photos submitted to premier horse sales, MM Auction Services LLC, have full permission to be used for advertising and are free and clear from all photography copyright laws. The undersigned by executing this instrument delivers said property to MM Auction Services LLC and declares themselves owner

or legal agent and authorizes the sale thereof at public online auction for his/her account according to its usual custom and represents the consignment is clear of all encumbrances unless listed above and may be legally sold. I verify that I have read the above information/terms & conditions in full and hereby agree to be bound by them.