



June 12 - 14, 2025
Lexington, Kentucky

Terms and Conditions for the



The Great American Mustang Sale
Hosted by the Mustang Heritage Foundation
Seller Information & Terms

Sale spots are limited and subject to approval by the Mustang Heritage Foundation (MHF). Registration applications will be accepted until **March 31, 2025**. A wait list will also be maintained in case of availability.

Registration Application

REGISTRATION FEE: Registration for the sale is **\$500** per horse (includes entry & stall fees). Registration Fees are non-refundable for any reason once a horse is accepted. After the horse is accepted, payment of the registration fee will confirm and hold your sale spot. Transfer papers must also be completed to finalize the sale spot upon arrival.

COMMISSION: All sellers will be charged **7%** of the final accepted bid or **\$1,000** whichever is greater. Sellers will be able to set a **reserve** price on their mustang, which will be confirmed upon arrival on-site.

SELECTION AND APPROVAL: Only select “wild-bred” mustangs will be approved and included in the sale. “Wild-bred” refers to mustangs born in free-roaming herds or born to those herds while in holding. This includes, but is not necessarily limited to, mustangs adopted from the Bureau of Land Management (BLM), the U.S. Forest Service (USFS), or Reservation horses. Domestically bred mustangs and other breeds will not be considered.

Selection will be based on the following criteria and preferences:

- **[Required]** Proof of ownership, permitting the seller to sell the horse; examples may include the Title or adoption papers from the applicable government agency or wild horse management organization.
- **Age:** Preference will be given to horses between ages 4 – 12 years old. Other ages will be accepted between 2 – 15 years old but will only be given preference if they are of noted quality or experience.
- **Disposition:** Preference will be given to horses with proven temperaments. Understanding that different characteristics are favored by various buyers, any undesirable qualities will be penalized or rejected (i.e. bucking, spooking, hard to catch or handle, etc.).
- **Body condition:** Preference will be given to horses in good condition with a Henneke body score between 4 – 7, well maintained coat, hair and tail, and properly trimmed or shod hooves. Old cosmetic scars or blemishes will not be penalized if it does not affect the horse's health or quality.

- Soundness: All horses must pass a standard veterinary lameness examination at time of application as well as on-site. Any visible injuries (other than old, cosmetic blemishes) may disqualify a horse from selection or participation in the sale.
- Performance & Rideability: Preference will be given to horses proving rideability and potential for quality performance. Examples of what a good video submission might include: walk, trot, canter/lope, reining or flatwork maneuvers, discipline-specific skills, handling and groundwork abilities, or tricks proving trainability.
- Photos & Videos: Preference will be given to submissions with quality photos and videos, showing the horse standing and in action.
- Description of horse: Preference will be given to submissions with extensive notes describing the horse thoroughly in type, temperament, training, experience, and more.

Please note: all photos, description, and information you submit during nomination will be shared and published for all potential buyers.

Submissions that are NOT accepted will be notified within 30 days of submission.

Pre-Sale Requirements

VETERINARY EXAM: Once approved for the sale, sellers are required to submit a veterinary exam form within 60 days of their approval notice. Not submitting the veterinary exam form will result in the horse being disqualified from the sale.

ADDITIONAL PHOTOS & VIDEOS: After being approved for the sale, sellers may upload additional photos and videos to continue to promote the horse.

At the Sale

UPON ARRIVAL: On arrival, horses will be inspected at check-in for health, soundness, and registration information. Any concerns about the appearance of the horse or inconsistencies with the registration will be addressed then. Abrasions, cuts, or sores will be inspected and determined by a veterinarian as acceptable (to heal normally without potential lasting damage) or not. MHF reserves the right to request any horse to be handled or worked in an arena as part of their inspection.

If the horse does not meet the necessary standards of quality, per the criteria outlined above or veterinary recommendation or other obvious considerations, MHF reserves the right to remove the horse from the sale with no refunds on the registration fee.

By registering, the seller agrees to all these terms and understands that their horse can be disqualified from the sale at any time.

Sellers can set a **reserve price** on their mustangs at registration, which will be confirmed upon arrival on-site.

Registered horses may compete in one showcase class with no additional charge. See Showcase class rules for more information.

TRANSFER PROCESS: On arrival, MHF will collect all ownership and health paperwork for the registered horse. The seller must also sign the transfer contract to participate in the sale.

Required paperwork:

- Proof of ownership (i.e. Title, Adoption papers, etc.)
- Negative EIA “Coggins” test within 6 months
- Interstate (across states) Health Certificate
- Proof of vaccines – including EIV/EHV “Flu/Rhino” within 6 months

Sellers with horses that have been exposed to strangles, vesicular stomatitis virus (VSV), or other viral and contagious diseases ANY time after registering should immediately notify MHF. Horses that were exposed within 30 days of the sale may not be permitted on-site, depending on veterinary recommendations, and would then be removed from the sale.

All horse sales completed through the online platform and live sale are FINAL. Sellers will be expected to help with the transition to the buyers by:

- Providing a halter and lead rope to go with the sale horse
- Providing at least 3 day's worth of feed to the buyer
- Checking the horse's water and hay through the end of the sale day
- Meet with the buyer to answer their questions
- All horses MUST be off site by **8 AM** Sunday, June 15, 2025.

PAYMENT

ADDITIONAL TERMS: **Absolutely no private sales are permitted on-site for any registered sale horses.** If an eligible registered horse is pulled from the sale by the Seller, they will incur an additional **sale cancellation fee of \$500.** The cancellation fee can only be waived for rejected horses or with a letter from a veterinarian explaining why the horse cannot sell due to an injury or sickness.

Sellers can set a **reserve price** on their mustangs at registration, which will be confirmed upon arrival on-site. During the auction, if a seller opts to “No Sale” beyond the reserve number, there will be a **No-Sale Fee of \$500.** The seller must remit all fees then pick up

their ownership paperwork immediately following the sale and be prepared to ship their horse home.

SELLER'S GUARANTEE:

Upon registering and entering a horse in the sale, the seller agrees to list any blemishes in the description of the horse whether or not they affect the horse's soundness (scars, sores, bumps, etc.). Sellers also agree to submit the veterinary exam form and include any known previous health issues, even if they no longer affect the horse. Sellers understand that MHF is unaware of the horse's condition or training and therefore rely solely on the seller's representation regarding the condition and training. Sellers agree to present all information as honestly as possible, recognizing that MHF and the buyers rely on their integrity throughout the process. Sellers agree to NOT hold MHF liable for any transactions made between the buyer and seller, including any potential claims or damages resulting from the sale or any breach of promise or alleged misrepresentation. No guarantees of soundness or health apply following the sale, including during transfer of ownership or during transport. Should any disputes arise between buyer and seller, both parties agree that the dispute is between the two of them and does NOT include MHF.

TRANSFER AGREEMENT

By signing this transfer agreement, the seller declares that they are the legal owner of the registered horse being offered for sale and that they have exclusive right to transfer ownership. The seller grants the Mustang Heritage Foundation (MHF), the EXCLUSIVE RIGHT TO SELL the described horse and agrees to all outlined terms and conditions. MHF does NOT allow substitutions or replacements once a horse has been registered for the sale. **The seller agrees to not privately sell the registered horse after signing.** To withdraw your registered horse from the Great American Mustang Sale, the horse must be injured or sick and the seller must provide a veterinarian letter noting the issues to waive the sale cancellation fee and retrieve registration papers. If no veterinarian letter is submitted stating an injury or sickness, the seller is responsible for all cancellation fees.

Warranty: There is no implied warranty made by MHF or the auctioneer as to the ability of, fitness of, or health of any registered horse in the sale for any intended purpose. The seller is the party responsible for all representations, warranties, and guarantees the expressed or implied information or conditions for the registered horse. The seller agrees to hold MHF harmless from all loss, cost and expense arising from illness, injury, or even death of the registered animal, or any loss or damage to property and injury or death of persons, caused by themselves, their agents, or employees, or by the horse, whether before, during, or after the time of purchase.

Liability: Buyers, sellers, or agents of either, and spectators are cautioned to exercise care while attending the sale and enter the premises at their own risk according to the Kentucky state laws. 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. MHF, its principals, directors, officers, agents, employees, and volunteers, and all landowners of the sale facility shall not be liable for injuries sustained by anyone attending the Great American Mustang Sale. MHF and its associates act as agents only and are not responsible for buyer or seller error or misunderstanding. All guarantees are strictly between buyer and seller. All information distributed is provided by the seller and MHF is not liable for any misprints or distribution and advertising of said information.

All horses are sold "AS IS." By registering a horse for sale, the seller agrees to indemnify and defend MHF, its agents, and associates from any injury, equipment loss, animal loss, or damages to themselves, their animals, or others' property caused by their animals. This applies to claims involving negligence, breach of warranty, or any misrepresentation regarding the soundness of a horse sold. Any disputes or claims arising from the sale of a horse at the Great American Mustang Sale must be resolved exclusively between the seller and buyer. If MHF is directly involved in a dispute, it will be handled solely in the state of Tennessee, with Tennessee law governing all aspects of the issue.

The seller certifies that all photos or videos submitted to MHF for the sale come with full rights and permissions for advertising use and are free of any copyright restrictions. By signing below, the seller agrees that all media submitted for the sale, or captured during the sale, is free of copyright claims, granting MHF full permission to use the media for advertising purposes.

By signing below, the seller verifies that they have read and understood all the terms, conditions and fees related to the Great American Mustang Sale and agree to be bound by them.

Seller's Signature: _____

Seller's Printed Name: _____

Date: _____