

2021 OK Extreme Mustang Makeover Bidder Terms and Conditions

In order for your bidder application to be processed, you must agree to the terms and conditions below.

The card information submitted will be kept on file and processed at the conclusion of the auction in the case of a winning bid. No refunds will be processed. A 3.5% service charge will be applied to all credit and debit card transactions.

Please note: The mustangs offered in this auction have approximately 120 days of training. Prior to the auction, we encourage you to contact the trainer of any horse you may be interested in bidding on. MHF will provide a transportation reimbursement of up to \$250 to offset expenses. Please see the Terms and Conditions below.

TERMS AND CONDITIONS:

NO REFUNDS, CREDITS, OR EXCHANGES WILL BE ISSUED FOR EXTREME MUSTANG MAKEOVER PURCHASES. THIS PURCHASE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY, THE FOLLOWING CONDITIONS OF PURCHASE:

1. **APPLICABLE LAW:** All horses in this auction are offered according to the laws of the federal government for the purchase of a wild horse. The right to bid, as provided under law, is reserved for all approved buyers with bidder numbers provided by the Mustang Heritage Foundation.
2. **NO WARRANTY IS EXPRESSED OR IMPLIED BY THE AUCTIONEERS, MUSTANG HERITAGE FOUNDATION OR TRAINERS, AS TO THE PERFORMING SOUNDNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS AUCTION. ALL HORSES ARE PURCHASED "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS EXCEPT AS SET FORTH IN CONDITIONS BELOW.**
3. **BIDDING PROCEDURE:** Should any dispute arise between or among two or more bidders, MHF, or Champion Horse Sales staff shall forthwith adjudicate the dispute, and their decision shall be absolute, final and binding on all parties. MHF/ Champion Horse Sales are not responsible for any technical issues or internet complications that may result in slowed internet connection.
4. **Possession\Delivery:** Possession passes to purchaser at fall of the hammer. All risk of injury to the horse becomes purchaser's risk at the fall of the hammer. Horse(s) will be held for purchaser by the trainer until purchaser makes settlement as provided in CONDITION SIX below. Upon settlement by the buyer, it is the responsibility of the buyer and trainer to communicate and coordinate transportation of the mustang. MHF will provide a transportation reimbursement of up to \$250 to offset expenses in shipping horses to their new owners. The reimbursement is limited to \$250 per horse and is payable to either the seller or the purchaser depending upon who bears the expense of shipment. Reimbursement(s) must be requested by submission of a written request to shows@mustangheritagefoundation.org with supporting receipt or proof of expense, and mailing address that reimbursement check should be mailed. The deadline for reimbursement requests is Thursday, September 23, 2021. Reimbursements will be issued the week following the reimbursement request deadline. **All horses MUST be removed from the OKC Fairgrounds by 10 a.m. CT on Sunday, August 15.**
5. **TERMS FOR SETTLEMENT:** The Mustang Heritage Foundation will process the buyer's credit card on file at the conclusion of the auction. A valid credit card is required at time of application. All purchases are final, there will be no refunds, credits, or exchanges issued in regards to the purchase of a mustang from the Extreme Mustang Makeover event.

6. DEFAULTERS: SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS FIFTH ABOVE, THE MUSTANG HERITAGE FOUNDATION MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE AGAINST THE DEFAULTING BUYER, INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE. In any such case, the defaulter shall be liable for any deficit in his account after charging to his account all costs of maintenance and re-adoption, including, but not limited to, service charges, attorney fees, costs of litigation, and damages available to the Mustang Heritage Foundation by law.

7. WARRANTIES AS TO DESCRIPTION: UNLESS OTHERWISE ANNOUNCED THERE IS NO REPRESENTATION OR WARRANTY AS TO THE QUALITIES OF ANY HORSE DESCRIBED AT TIME OF PURCHASE. Caution: Everyone participating in this auction agrees to save and hold harmless indemnity the Mustang Heritage Foundation and Bureau of Land Management, its owners and employees, auctioneers, announcers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, or legal proceedings arising from any accident that may occur to horses, equipment, or for loss by fire, theft or for injury or death to any human or animal in any way or manner.

8. WARRANTIES AS TO SOUNDNESS: UNLESS EXPRESSLY ANNOUNCED BY OFFICIAL PUBLICATION OF THE MUSTANG HERITAGE FOUNDATION, OR AS HEREINAFTER PROVIDED, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE IN THIS AUCTION. BUYER AGREES TO HOLD MUSTANG HERITAGE FOUNDATION OWNERS AND EMPLOYEES HARMLESS FOR ANY LOSS INCURRED BY PURCHASER, OR ANY THIRD PARTY AS A RESULT OF (A) AUCTION SITE'S FAILURE TO MAKE SUCH ANNOUNCEMENT OR (B) INCORRECT ANNOUNCEMENTS MADE BY AUCTION SITE.