

2018 AQHA Professional Horsemen Crisis Fund Benefit Internet Auction

Donation Form

(Please print)

First Name _____ Last Name _____

Mailing Address _____

City, State & Zip _____

Preferred Phone # _____ (Circle one: cell, office, home)

E-mail _____

Item Value \$ _____

Item Description or List of Contents – Use additional page or email description if more room is needed.

PHOTOS: Up to 6 Photos may be used in the Internet Catalog, as well as email promotion. Send email photos in the following format and with the required information: JPEG Format required • 72 dpi resolution • Name of Item • Name of Donor

VIDEO: Post video to YouTube and send link to Info@ProHorseServices.com

I have read and agree to the terms of the Donor Agreement on the reverse side of this form.

Signature of Donor

Date

Return completed form to:

Professional Horse Services, LLC • Mike & Stephanie Jennings
Email: Info@ProHorseServices.com • Phone or Fax: 855-272-3905
PO Box 404, Round Hill, VA 20142

OR

Karen McCuiston • AQHA Manager of Professional Horsemen and Team Wrangler
PH (806) 378-4361 • kmccuiston@aqha.org • FAX (806)-378-4675
PO Box 200, Amarillo, TX 79168

Donor Agreement

I warrant title to each auction item I submit ("Item") free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize Professional Horse Services, LLC ("Sale Company") to advertise and sell each Item via a public internet auction, to make on my behalf the representations and warranties submitted by me and to award possession of each Item to the highest recognized bidder and to receive and disburse all proceeds of sale to the AQHA Professional Horsemen Crisis Fund.

I agree to provide such information as Sale Company might request with respect to the each Item. I understand that Sale Company will provide to me a description of each Item prior to the Sale date setting forth my representations and warranties with respect to each Item. I agree to review the description and promptly notify Sale Company of any corrections thereto prior to the Sale.

I understand that possession of each Item sold will be released to the Buyer against receipt of future payment after satisfaction of Sale Company's Settlement Procedures. In the event Buyer fails to accept responsibility for a bid, pay for or accept an Item, Auctioneer reserves the right to: (A) accept the same purchase amount from another Buyer; (B) accept the next highest bid; (C) offer the Item for auction a second time; (D) retain the Item for Owner as unsold. In any instance where an Item is not paid for in full, or should conditions make an immediate resale as provided above impossible or impractical, I agree to receive the Item back and unsold, without further obligations by the Sale Company. Possession of each Item sold will be released to Buyer against receipt of future payment or notice thereof after satisfaction of Sale Company's Settlement of Account procedure.

I understand the Buyer is responsible for cost and arrangements for shipment of item from Donor to Buyer. It is the responsibility of the Buyer to contact the Donor, or AQHA, regarding shipment, depending on where the item is located.

I agree to indemnify and hold Sale Company, AQHA and AQHA Professional Horsemen Crisis Fund and their directors, agents, employees, contractors and representatives harmless from all claims, expenses and costs (including, without limitation, attorney's fees) arising out of (i) any lien, attachment or claim asserted against any Item or the proceeds of sale; (ii) any claimed default in my representations or warranties with respect to any Item (iii) my sale of any Item; or (vii) my default in performance hereunder. I agree to pay Sale Company, on demand, the full amount of any loss which Sale Company may incur in settlement of any claim or demand on account thereof.

This agreement will be binding on me, my heirs, personal representatives, Agent(s) successors, permitted assigns, any successor in ownership of each Item and will inure to the benefit of Sale Company's successors and assigns. If this agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principal, for the performance of this agreement. This agreement cannot be amended except in writing executed by the parties.

Please sign the Auction Donation Form on the other side

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