

# 2019 February INTERNET Auction

Bidding Opens February 25 • Bidding Closes February 27, 2019

5% Buyers Premium on All Purchases

ENTER BY FEBRUARY 13

- \$125 - Basic Entry Fee
- \$150 - includes Research on Sire & Dam of Entry
- Commission: 8% if sold

## REQUIRED

Enter by February 13, 2019

- ORIGINAL NEGATIVE COGGINS DRAWN WITHIN 11 MONTHS of Closing date of the auction  
Fax or Email copy of Coggins to (855) 272-3905. Give Original Coggins to hauler.
- SEND TO Professional Horse Services, LLC within 5 days of Faxed or Online entry.
  - Completed and signed Consignment form
  - ORIGINAL Registration Certificate
  - Signed Transfer
  - COPY of Coggins Report
- Minimum 4 Photos and 1 Video

## FAXED or EMAILED ENTRIES:

- Fax or Scan & Email **COMPLETED** Consignment Form, Disclosure Form, Horse Information Form, Copy of Registration Certificate & HYPP Results (if applicable), Pre Sale Equine Physical Exam form (optional).
- **PLEASE CALL TO CONFIRM WE RECEIVED YOUR INFORMATION** & that it is legible. We **MUST RECEIVE** Fees AND Original Registration Certificate & Signed Transfer along with the Signed Consignment Form within 5 days on Faxed or Emailed Entries. Keep a copy of papers YOU FAX, EMAIL OR mail.

## PHOTOS: Email your photos to [info@ProHorseServices.com](mailto:info@ProHorseServices.com)

Up to 6 Photos may be used. Use **QUALITY** photos to impress shoppers. These photos will be used in the Online catalog and preview as well as email promotion. Use good background and contrast. See more Helpful Seller Information on our website.

- 1 or 2 **QUALITY** photos from a show or **NICE** enough to draw attention to your horse.
- 4 **CURRENT** photos to show conformation: one from each side, the front and the back.
- **NO PROOFS OR COPIES**. Send email photos in the following format and with the required information:  
JPEG Format required • 72 dpi resolution • Name of Horse • Name of Consignor • Name of Sale.
- P.H.S., LLC reserves the right not to use pictures because of poor quality, without notification to the consignor.

## VIDEOS: Email your video links to [Info@ProHorseServices.com](mailto:Info@ProHorseServices.com)

- Up to 4 Videos can be linked to the Online information for your horse. See more Helpful Seller Information on our website.
- Short Video - 2 to 3 minutes showing important qualities to capture and keep the interest of initial shoppers.
- Longer Video - First 2 to 3 minutes important qualities. Can be up to 10 minutes to show more detail.
- One Video should include **conformation and movement** to see legs at walk and trot.
- Additional Links can be included in the description of your horse.



Mike & Stephanie Jennings

P O Box 404

Round Hill, Virginia 20142

855.272.3905

[info@ProHorseServices.com](mailto:info@ProHorseServices.com)

**ENTER BY:**  
**February 13, 2019**

# 2019 JANUARY INTERNET AUCTION

Bidding from Monday, February 25 to Wednesday, February 27 --- Enter by February 13

Name of Consignor \_\_\_\_\_ Owner  or Agent

Complete Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Bus. Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

Web Site \_\_\_\_\_ Cell \_\_\_\_\_

Complete CURRENT OWNER section ONLY if CURRENT OWNER is different from Consignor.

Current Owner \_\_\_\_\_ Home Phone \_\_\_\_\_

Complete Address \_\_\_\_\_ Bus. Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Web Site \_\_\_\_\_ Cell \_\_\_\_\_

Checks are made payable to and mailed to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise.

Horse's Name \_\_\_\_\_ Location of Horse \_\_\_\_\_

Foaling Date: mo \_\_\_\_\_ /date \_\_\_\_\_ /yr \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_

Breed \_\_\_\_\_ Reg # \_\_\_\_\_ Size: \_\_\_\_\_

Other Breed (ie. APHA, NCHA, NRHA, NSBA, PHBA, etc.) \_\_\_\_\_ Other Breed Reg # \_\_\_\_\_

Sire \_\_\_\_\_ Sire \_\_\_\_\_ Sire \_\_\_\_\_

Sire Reg # \_\_\_\_\_ Dam \_\_\_\_\_ Dam \_\_\_\_\_

Sire \_\_\_\_\_ Sire \_\_\_\_\_ Sire \_\_\_\_\_

Dam \_\_\_\_\_ Dam \_\_\_\_\_ Dam \_\_\_\_\_

Dam Reg # \_\_\_\_\_ Sire \_\_\_\_\_ Sire \_\_\_\_\_

Dam \_\_\_\_\_ Dam \_\_\_\_\_ Sire \_\_\_\_\_

Dam Reg # \_\_\_\_\_ Dam \_\_\_\_\_ Dam \_\_\_\_\_

Check appropriate box if your horse is in the  AQHA Incentive Fund  APHA Breeder's Trust  Kentucky Bred  ApHC Breeders Trust

Status of HYPP Report - ONLY For Horses Descended From The Stallion. IMPRESSIVE, AQHA Registration #0767246.

**HYPP STATUS:**  Not Applicable (No Impressive in pedigree)  Not Tested  N/N  N/H  H/H

**Proof of HYPP Status:** Case # \_\_\_\_\_  Per AQHA  Per Consignor

PROOF OF HYPP / 5-PANEL STATUS MUST BE SENT IN WITH THIS CONSIGNMENT FORM.

**5-Panel RESULTS:** HERDA \_\_\_\_\_ GBED \_\_\_\_\_ PSSM1 \_\_\_\_\_ MH \_\_\_\_\_

Coggins Test: Date Drawn: \_\_\_\_\_ Accession # \_\_\_\_\_ State Issued \_\_\_\_\_

**BROODMARE INFORMATION:**  Pregnant  Not Pregnant  Not Mated  Aborted Last Breeding Date \_\_\_\_\_

Bred to: \_\_\_\_\_ Reg# \_\_\_\_\_ Last Date Checked for Pregnancy \_\_\_\_\_

Foal in Utero Eligible for: \_\_\_\_\_

Sire of Foal at Side: \_\_\_\_\_ Reg# \_\_\_\_\_ Foaling Date \_\_\_\_\_

Foal at side eligible for: \_\_\_\_\_

**SELECT an Entry Fee:**  \$125 - Basic Entry Fee  \$150 - includes Research for Sire & Dam of Entry

**SELECT a Selling Option:** See Condition 3 of the Consignment Contract for definitions. **TARGET PRICE** \_\_\_\_\_

Sell with NO RESERVE or Minimum Price  Sell at or above a Minimum Starting Bid of \$ \_\_\_\_\_

Sell with an Undisclosed Minimum Price of \$ \_\_\_\_\_  Sell Subject to Seller Confirmation (within 24 hours)

I have read and agree to the conditions of this Consignment Contract.

SIGNED \_\_\_\_\_ Date: \_\_\_\_\_

(Circle: AmEx MasterCard VISA) Credit Card#: \_\_\_\_\_ c v v Code: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

REQUIRED HORSE INFORMATION Horse's Name \_\_\_\_\_

Describe and Rate your horse accurately and objectively. You must stand behind your representations.

**DESCRIPTION**

This is your written sales pitch and will appear in the online catalog. Indicate if this horse has any show record in AQHA, APHA, NSBA, NRHA or NCHA and especially PHBA, Futurities, State or other Association awards, level of training, size, appearance, potential, etc. Attach additional Owner's Statement to this form if necessary. **We will confirm show records AFTER the horse is entered for the sale** for AQHA, APHA, NSBA, NCHA, NRHA and PHBA if indicated by seller.

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**Discipline** - Select all that apply. If your horse is a prospect, select the disciplines that your horse will be suitable for.

- All Around Show Horse  Cutting  Gymkhana  Pole Bending  Started Under Saddle
 Barrel Racing  Dressage  Halter  Ranch Horse Experience  Team Penning
 Breeding Stallion  Driving  Hunter (Working)  Ranch Horse Competition  Trail Class
 Breeding Stallion Only  English General Riding  Hunter (Field)  Ranch Sorting  Trail Riding
 Broodmare  Equitation  Hunter Under Saddle  Reining  Western General Riding
 Broodmare Only  Endurance Riding  Jumper  Roping - Heading  Western Pleasure
 Broodmare (Recipient)  Eventing  Horsemanship  Roping - Heeling  Western Riding Class
 Companion Only  Extreme Cowboy Racing  Lesson Horse  Roping - Tie Down  Working Cow Horse
 Cowboy Mounted Shooting  Field Trials  Longe Line  Showmanship at Halter

**Horse Information** - Rate your horse accurately and objectively. You must stand behind your representations.

**Disposition - Rating Scale from 1 to 10. 1 = BEST • 10 = WORST - If Unknown Do Not Mark Any Number**

Table with 11 columns (1-10) and 6 rows: General Disposition, Stall Manners, Manners for Farrier, Loading and Trailering, Manners for Clipping, Gets along with other horses. Each cell contains a checkbox.

**Riding or Handling - Level of Experience Required**

Rating Scale 1 - 10. 1 = BEGINNER. 10 = EXPERIENCED PROFESSIONAL

Table with 11 columns (1-10) and 1 row: Level of Experience Required. Each cell contains a checkbox.

**Riding or Handling - Disposition - Rating Scale 1 - 10. 1 = BOMBPROOF. 10 = HOT**

Table with 11 columns (1-10) and 1 row: Riding or Handling Disposition. Each cell contains a checkbox.

Has this horse had Professional Training - Yes  No

How long was this horse in professional training?

Answer in years and/or months. \_\_\_\_\_

# Required Disclosure Form for ALL Entries Professional Horse Services, LLC - Online Auction

Complete for EACH ENTRY and return with the entry form

Horse's Name \_\_\_\_\_ Breed \_\_\_\_\_  
Year Foaled \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_

Office Use Only  
File #

Consignor - First \_\_\_\_\_ Last \_\_\_\_\_ Agent  Owner   
Owner - First \_\_\_\_\_ Last \_\_\_\_\_

Is this entry or  
has this entry ever been:

Cribber..... Yes  No   
Weaver..... Yes  No   
Nerved..... Yes  No   
Foundered..... Yes  No   
Parrot Mouth . Yes  No

**STALLIONS or STALLION PROSPECTS ONLY**

Are both testicles descended in to the scrotum and visible?

Yes  No

Cryptorchid - Genetic defect - A male in which one or both testicles  
HAVE NOT DESCENDED into the scrotum

**PLEASE CHECK COLTS and STALLIONS** to be sure  
both testicles are down before completing this form.

Has the entry undergone any surgical procedure prior to the auction?  Yes  No  
If yes, explain \_\_\_\_\_

Has the entry undergone resection of any abdominal organ at any time?  Yes  No  
If yes, explain \_\_\_\_\_

Has the entry been lame for a period of more than 2 weeks  
at any one time while in your possession?  Yes  No  
If yes, explain \_\_\_\_\_

Does this entry have other defects, abnormalities or blemishes?  Yes  No  
If yes, explain \_\_\_\_\_

BROODMARES - Most recent date mare was checked in foal: \_\_\_\_\_

**Important Notice - Check Broodmares for Pregnancy BEFORE sending entry.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Return with your entry form to:  
Professional Horse Services, LLC • P O Box 404 • Round Hill, VA 20142  
street address: 35855 Milligan's Run Lane • Purcellville, VA 20132  
Phone & Fax: (855) 272-3905 • Email: info@prohorseservices.com

# INTERNET AUCTION CONSIGNMENT CONTRACT – PROFESSIONAL HORSE SERVICES, LLC

## PLEASE READ BEFORE ENTERING HORSE

Please keep a copy of this contract for your records. You will be bound by these Conditions whether, or not, you have read them.

**1. AGREEMENT:** a) I represent and agree that I am of legal age to form a binding contract. b) The Consignor, Agent and Owner (hereinafter referred to as Seller) agrees to these terms and conditions, and swear that all the information furnished regarding this entry is true and correct to the best of my knowledge. c) Seller agrees and specifically warrants, to PROFESSIONAL HORSE SERVICES, LLC. (Hereinafter referred to as P.H.S.) and also to any subsequent purchasers that Seller does have absolute and complete title to and there are no liens or encumbrances on the entry listed on this contract. d) Seller warrants that any registration certificates, applications, transfers or breeding reports are correct and free from any question or action by the applicable breed registry. e) Seller agrees that this consignment contract is not assignable without the express written approval of P.H.S. f) Seller agrees to make any sale transaction for this entry through P.H.S.

**2. FEES:** Seller agrees to pay P.H.S. the applicable fees for this entry. P.H.S. will deduct any unpaid fees from Seller's account before distributing proceeds to Seller. - Consignment fee – Paid with submission of entry, unless otherwise arranged with P.H.S.

- \$125 - General - Basic Consignment Fee

- \$150 - With Sire & Dam research

Consignment fee will be earned by P.H.S. on submission of this entry. Consignment Fees are non-refundable.

- Sales commission - 8% (eight percent) of the selling price, in addition to the consignment fee.

- Sale Prior to Bidding Opening: If Seller sells this entry prior to the opening of bidding for this auction, Seller agrees to pay P.H.S. a commission of 8% (eight percent) of the actual selling price, in addition to the consignment fee.

- Post Auction Sale: If Seller does not sell this entry in the auction, but later sells it to a customer generated by the sale, Seller agrees to pay P.H.S. a commission of 8% (eight percent) of the actual selling price.

- Withdrawal: Consignment Fees are nonrefundable. After the entry is submitted, Seller agrees not to withdraw this entry, unless: Withdrawal is accompanied by a veterinarian's certificate stating the reason the entry cannot be offered for sale and is acceptable to P.H.S., in which case only the consignment fee will be due to P.H.S.

- Withdrawal from the sale for any reason not in accordance with this Condition, is subject to a Withdrawal fee, in addition to the consignment fee, which will be the greater of \$500.00 or 8% (eight percent) of either (a) the actual selling price of the entry as verified with the buyer, or (b) in the event actual selling price is not provided to P.H.S. within 10 days of the withdrawal, 8% of the value of the entry as determined by P.H.S.

- UNPAID FEES: If there is a deficit in Seller's account, Seller agrees to pay P.H.S. the balance due immediately. Interest of 1-1/2% per month will be charged on the unpaid balance. A fee of \$25.00 will be charged on returned checks for sale fees.

- SUBSTITUTIONS: Seller understands that they have the right to substitute another entry for the original entry due to injury or death of the original

entry. A veterinarian's certificate on the original entry must be presented to P.H.S. A \$50.00 charge is made for each substitution for a standard entry or \$70.00 with sire and dam research.

- BUYER TRANSACTION FEE – Buyers of horses in this auction will pay a Buyer Transaction Fee to P.H.S. in the amount of 5% of the total price of any horse purchased. This fee covers costs for electronic financial transactions and providing services for Buyer accounts. The Seller is not responsible for this fee.

### 3. SELLING OPTIONS:

- Sell with NO RESERVE or Minimum Price Will sell to the highest bidder.

- Sell at or above a Minimum Starting Bid

Will sell to the highest bidder that meets or bids higher than any minimum opening bid.

- Sell with an undisclosed Minimum Price

Minimum Price not posted. The Seller determines the lowest bid that will be accepted. The bid will be placed in the EDJE system, which will automatically place bids for the seller until the auction is below the reserve bid, the horse is not sold and is retained by the seller.

- Sell Subject to Seller Confirmation

Seller will have 24 hours to confirm and accept the final price following the close of the auction to decide to accept the final bid in the auction. If the seller does not respond the horse will NOT be sold.

**4. REGISTRATION CERTIFICATES:** All registration certificates, transfer reports, stallion service certificates, and/or consignment fees must be received within 5 days of submission of the online entry or with mailed entry. Registration applications on foals must be completed and submitted to the applicable breed registry, by the owner of dam at time of foaling, prior to the sale. I agree that P.H.S. may withhold any monies due me until all certificates are delivered in proper order.

**5. COGGINS & HEALTH PAPERS:** Seller must provide a copy of a Negative Coggins report drawn within 11 (eleven) months of the closing date of the sale, which must be received by P.H.S. within 5 days of submission of an entry by any method.

**6. REPRESENTATION OF HORSE:** Seller is responsible for the correct representation of this entry in the entry form, including the description, disclosure form, horse information, riding and training sections of this submission, as well as in communication with potential or eventual buyers. Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, age, height, etc. Seller is solely responsible for the accuracy of all information that appears in the online sale catalog and previews. Seller agrees to review the information once it is posted and to notify P.H.S. of any inaccuracy or omission which may be material and further agrees to hold P.H.S. harmless from any claims arising out of any such inaccuracies or omissions. Seller has a continuing duty to respond to the buyer after the sale, in the event of a dispute over Seller's representation of this entry.

**7. DISCLOSURES** - I agree to notify P.H.S. in writing and prior to the sale, of any unsoundness or defects

of any kind, including altered tails, and hereby authorize P.H.S. to state them in the online catalog. I agree to notify P.H.S. if this entry is suffering from any contagious or infectious diseases. P.H.S. must be specifically notified if the entry has any of the following conditions, which must be stated in the online catalog, if this entry is a cribber, weaver, is unsound of eyes or wind, has a parrot mouth, is a cryptorchid or ridgling, has had major surgery or a serious illness, has been nerved, has received joint injections for lameness or maintenance or has a chronic lameness, regardless of cause, or a lameness due to navicular disorder, ringbone, osteoarthritis, founder prior to the sale or other bone abnormality or neurological disorder including, but not limited to, EPM or wobblers. Mares and stallions will be exempt from the lameness provision as stated above, if they are represented and sold for breeding purposes only.

### 7.1 BUYER'S RIGHT TO LIMITED POST-PURCHASE EXAMINATION

- Buyer has the right to have a veterinarian perform a limited post-purchase examination, at Buyer's expense, to determine if any of the issues in Condition 7 were not disclosed. The examination must be done within five (5) business days from the end of the auction and before the horse leaves the Seller's facility. An horse sold with one or more of these conditions, which was not disclosed at the time of sale can be rejected by the buyer, upon receipt of a statement from a qualified veterinarian, establishing the existence of the condition, within 3 business days of the date of sale. If a performance or riding horse is found to be lame at the time of the examination, the sale of the horse can be rejected without further diagnosis. If a sale is rejected, the horse will remain the property of Seller.

**8. DRUGS AND MEDICATION** - I agree that this entry will not be given any drugs to alter soundness or temperament during this auction, including for presentation in videos, inspection by potential buyer, examination by veterinarian or delivery to buyer. If the entry must receive any medication as a result of an injury or illness, to protect the welfare of the entry or maintenance of any condition, this information must be provided to P.H.S. and be disclosed in the online catalog. Buyer has the right to have a licensed veterinarian draw a blood sample within three (3) business days of the end of the auction and before the horse leaves the Seller's facility. If the buyer makes a claim of misrepresentation of soundness or attitude and the entry tests positive for a drug that could mask such a problem, the entry can be rejected by the buyer and returned at the Seller's expense. Notification of a claim by the Buyer under this Condition must be made to Professional Horse Services, LLC within seven (7) days of the date of the sale, by a written statement from a qualified equine veterinarian explaining the diagnosis of any unsoundness or explaining the behavior problem. Any net funds for the horse in the possession of P.H.S. will be held pending the results of the blood screen.

**9. NO IMPLIED WARRANTIES:** There is no warranty expressed or implied by the sales company, sponsors, or Seller, as to the performing soundness, merchantability or fitness for any particular purpose of any horse offered in this sale, other than those

made specifically by the Seller. ALL HORSES ARE SOLD "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS, EXCEPT AS ALLOWED IN CONDITIONS 7 & 8. RESPONSIBILITY FOR REPRESENTATIONS LIES ENTIRELY BETWEEN THE SELLER AND THE BUYER.

**10. HYPP STATUS:** For horses descended from the Quarter Horse stallion IMPRESSIVE, (AQHA Reg. No. 076724): a) If the entry has been tested for HYPP ("Hyperkalemic Periodic Paralysis"), the Seller shall notify P.H.S. of the results of such test and the results will be stated in the catalog. If not shown on AQHA registration papers, proof of HYPP Status MUST BE sent to P.H.S. with the entry form. b) If such an entry has not been tested for HYPP the seller shall notify P.H.S. of that fact and it will be stated in the catalog.

**11. BROODMARES:** All mares selling as bred must be checked for pregnancy, by a veterinarian within ten (10) days prior to listing for this sale and a statement of this examination must be provided to P.H.S. within 5 days of submission of the online or faxed entry or with mailed entry. If a mare is known to be carrying twins, it must be disclosed. Any purchaser of a broodmare sold in this sale may have the mare examined by an acceptable veterinarian before the horse leaves the seller's premises. Any broodmare so examined whose pregnancy status is found not to be as represented in the sale catalog, may be returned to the Seller as unsold, and the seller shall pay veterinarian's fee for examination. Any Seller offering mares as being bred with a live foal guarantee or return privileges must furnish P.H.S. with written acknowledgement of this agreement signed by the stallion owner (or an authorized agent) that such privileges will be honored. If the stallion owner withholds a breeder's certificate until the foal is born, the Seller must furnish a letter, signed by the stallion owner (or an authorized agent), that such certificate is free of any additional costs and indicate how the mare owner will obtain the certificate.

**12. INSPECTION BY BUYERS:** Seller agrees to make the horse available to potential buyers for inspection or veterinary examination at a time and place agreed to by the Seller and potential buyer.

**13. RIGHT TO EDIT OR CHANGE:** P.H.S. reserves the right to edit, correct, or add to the Statement that I have furnished regarding this entry, to reject or withdraw any entry, or to change the time or date of this sale should any unforeseen circumstances necessitate such a change.

**14. NO GUARANTEE OF SERVICE:** P.H.S. and EDJEAuctions.com (EDJE Technologies, Inc.) do not guarantee or covenant that the Auction technology, the EDJEAuctions.com site or any related services will meet Seller's requirements or be uninterrupted or error-free. EDJEAuctions.com (EDJE Technologies, Inc.) does not guarantee real-time performance of any service or that it will execute all online or absentee bids.

**15. P.H.S. DOES NOT GUARANTEE PAYMENT BY THE ONLINE BIDDER.** Due to the nature of the electronic transaction P.H.S. cannot guarantee the validity or performance of an Internet bidder. Seller understands that P.H.S. does not guarantee the validity, enforceability, payment or collection of

any instrument received in payment of the purchase price of any entry.

**16. RELEASE OF HORSE TO BUYER:** Seller shall not be required to release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified.

**17. RISK AND RESPONSIBILITY FOR HORSE:** Buyer assumes all risk, responsibility and expense for the horse at the end of bidding or, if sold pending confirmation by Seller, upon confirmation of selling price by Seller. Seller agrees to provide basic board and care for up to 5 days at no additional charge. Beyond 5 days, Buyer will be responsible to pay for board, at a cost determined by Seller, plus any other expenses that may be required to maintain the horse until Buyer takes possession or has the horse picked up from the seller.

**18. PAYMENT TO SELLER:** P.H.S. AGREES TO MAIL CHECKS TO THE CURRENT OWNER FOR THEIR ENTRY NOT EARLIER THAN FIVE (5) BANKING DAYS NOR LATER THAN FIFTEEN (15) BANKING DAYS FROM THE DATE THE AUCTION ENDS OR ONCE FULL PAYMENT HAS BEEN VERIFIED AND FUNDS CLEAR THE BANK, whichever is later. Payment will be made to Seller, as stated above, providing all registration and health papers are in order, or the purchaser has not failed to pay for the entry for any reason, or the sale of the horse is not in dispute. Seller agrees that if the sale of any entry is not consummated by reason of default of the buyer or otherwise, P.H.S. shall not be liable for the payment or collection of the purchase price or for the return of the entry. In the event a purchaser fails to pay for and receive an entry for which they placed the final bid, P.H.S. shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid or put the entry up for sale again.

**19. WITHHOLDING FUNDS AND DISPUTE:** Seller agrees that P.H.S. shall not be required to remit to Seller the net proceeds of the sale of any entry which is the subject of a dispute or claim by the buyer, for misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by P.H.S. Any claim made by the buyer must be sent to P.H.S. in writing and include veterinarian's report, if relative to soundness or condition. The responsibility to resolve such a claim lies between the Seller and the Buyer. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, P.H.S. may retain its fees and costs and may hold in escrow the balance of any proceeds of sale in its possession, as well as any titles or registration certificates, pending a resolution of the dispute. Any and all legal fees and costs incurred by P.H.S. may be deducted by P.H.S. from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand.

**20. DISPUTED CONDITION & BINDING ARBITRATION:** In the event of a dispute between the parties, a claim to enforce this Agreement or the allegation of a default, which is not resolved by agreement, the parties waive the right to litigate the issue and agree the matter shall be submitted to binding arbitration, pursuant to the Code of Virginia,

using a single arbitrator to be selected by the parties. If the parties cannot agree on the selection of the arbitrator, they shall allow the arbitrator to be designated by P.H.S. The arbitration shall take place in Loudoun County, Virginia, unless mutually agreed otherwise. In any procedures arising out of, regarding or related to this Agreement, the defaulting party shall pay to P.H.S. its costs, expenses and attorney's fees incurred in such proceeding, in addition to any amounts awarded in such proceedings in the event Professional Auction Services, Inc. substantially prevails. Buyer or Seller may bring no action, regardless of form, including arbitration, more than one year after the cause of action has accrued. Should either party fail or refuse to cooperate upon a demand for arbitration, the arbitrator shall automatically declare the non-cooperative party the defaulting party.

**21. INDEMNITY:** Seller releases P.H.S., Sale Managers, Auctioneers, employees and its representatives, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this entry. If legal action is initiated against P.H.S. involving this entry, the Seller agrees to fully indemnify P.H.S. from such suit, including legal fees and costs incurred by P.H.S. Seller agrees that P.H.S. may publish sale results including information concerning this sale transaction.

**22. LIMITS OF LIABILITY:** P.H.S. shall not be liable for lost profits or any incidental, special or consequential damages whatsoever arising out of or in connection with any sale or transaction. In NO event will the total liability of P.H.S. to you from all damages, losses, and causes of action resulting from Seller's use of the P.H.S. website or service exceed the largest amount of funds held for your benefit.

**23. ADDITIONAL TERMS AND CONDITIONS:** The Terms and Conditions for the use of EDJEAuctions.com and P.H.S. Conditions Of Sale for buyers as stated on the auction web site, are hereby incorporated by reference and made part hereof as though fully set forth herein.

**24. INTERFERENCE:** Seller agrees not to use any device, software or routine to interfere with or attempt to interfere with the functioning of this online auction.

**25. PRIVACY POLICY:** By consigning a horse or registering for this auction Seller agrees to the use of Seller's information by P.H.S. Seller's information will be used by P.H.S. to contact Seller and for record keeping. P.H.S. will not sell or give Seller's information to any entity. In the future we may use email lists to contact Seller. We may do custom email promotions for customers, advertisers or organizations through our Constant Contact account. If Seller wishes to discontinue receiving these emails, contact our office or unsubscribe through Constant Contact.

**26. SEVERABILITY:** If any provision or portion of a provision of this agreement is held to be invalid or unenforceable for any reason, such provision or portion of a provision shall be struck and the remaining provisions shall be enforced.

*By signing Page 1, I attest that I have read the above conditions and accept them. Furthermore, I agree to abide by the Conditions of Sale as listed in the catalog and all other established conditions of sale under which PHS, LLC. conducts its business.*

PROFESSIONAL HORSE SERVICES, LLC. - P O BOX 404., Round Hill, VA 20142  
street address: 35855 Milligan's Run Lane, Purcellville, VA 20132