

O.Q.H.A. Presents the

Congress

SUPER SALE
Held in conjunction with the
All-American Quarter Horse Congress

Bidding Closes
Saturday, October 17, 2020

an INTERNET AUCTION



2 YEARLING SALE STAKES Sessions



Fully Sustained Entries are eligible to compete in the 2021 Congress Super Sale Stakes

- **Open & Non Pro Western Pleasure Stakes**
- **Open Hunter Under Saddle Stakes**

Sales Stakes Session Entries Sell Together



SUPER Session

Show Horses • Broodmares • Prospects • Stallions
Super Session will be after Yearling Stakes Sessions

AUCTION ENTRY DEADLINE: August 25, 2020

Entries received by August 25 will appear in the printed catalog,
which will be mailed to customers upon request prior to bidding.

Entries received AFTER August 25 will sell at the end of their Session.

Sale order for the 2020 Congress Super Sale will be by alphabetical order
of the dam's name beginning with "T".

Full Color Photo Page in the Print Catalog - For NO Extra Charge

Provide Print Quality Pictures (300 dpi) by September 1

REQUIRED for the Internet Auction Catalog by September 18:

- **4 Pictures:** Left Profile, Right Profile, Front View and Back View, which show Feet and Legs
- Unsaddled. Two More pictures can be shown - for example win photos or show photos.
- **1 Video:** Up to 4 videos can be shown.

**The Quality of Your
Presentation directly
affects the price
of your horse.**



**PRO
HORSE
SERVICES**
info@ProHorseServices.com

Mike & Stephanie Jennings
P O Box 404 • Round Hill, VA 20142
(855) 272-3905
www.prohorseservices.com

O.Q.H.A. Presents the

Congress

SUPER SALE

Held in conjunction with the
All-American Quarter Horse Congress

Consignment Form & Contract

Paints & Appaloosas Also Accepted

REQUIRED when sending entry:

- _____ Completed Entry Form
 - _____ Completed Disclosure Form
 - _____ *Copy of Registration Papers
- *not required if original Registration Papers with signed Transfer form are enclosed.

A minimum of 4 pictures and 1 Video are REQUIRED for the Internet Catalog by SEPTEMBER 18, 2020. Professional Pictures & Videos are recommended.

An Internet Auction

Bidding Closes on October 17, 2020 • Saturday

ENTER BY:

AUGUST 25, 2020

The Congress Super Sale is The BEST Show Horse Sale in America

SUPER SESSION

Consignment Fee: \$550

Entry Deadline: August 25, 2020

Commission: 9% of Sale Price

No Sale Fee: WAIVED - NO No Sale Commission

ALL ENTRIES SUBJECT TO APPROVAL

MAKE CHECK PAYABLE TO:

Ohio Quarter Horse Association or OQHA

If entry is accompanied by original registration certificate & signed transfer send no consignment fee.
Consignment fee will be deducted from sale proceeds.

• Photo Page in the Sale Catalog: NO CHARGE

Full catalog Page with Quality Photo & Additional information.

NOTE: A copyright release is required from the Consignor for professional photos. (NO proofs or copies)

Send email photos to photos@prohorseservices.com with the following format and information **BY SEPTEMBER 1.**

- JPEG Format required • 300 dpi or higher resolution
- Name of Sale • Name of Consignor • Name of Horse.

We reserve the right not to use pictures because of poor quality, without notification to consignor.

SALE CATALOGS will be mailed upon request.

YEARLING SALE STAKES SESSION

Consignment Fee: \$650

Entry Deadline: August 25, 2020

Commission: 9% of Sale Price

No Sale Fee: Yearling may remain eligible for Sale Stakes class by paying 9% commission of last bid AND \$250 Sustaining Fee - otherwise pay 5% of Final Bid.

• New Owner must pay \$250 Sustaining Fee for Horses Sold to keep them eligible for Sale Stakes class.

OQHA will contribute to the purse for every Sustaining Fee that is Paid.

ALL ENTRIES SUBJECT TO APPROVAL

FAXED ENTRIES: Fax Completed Consignment Form, Completed Disclosure Form, Registration Certificate (front & back) & HYPP Results (if applicable). **CALL TO CONFIRM YOUR FAX IS RECEIVED.**

SALE ORDER - By alphabetical order of DAM'S name beginning with " T ". Horses may be separated by up to 5 hip numbers.

THERE WILL BE A MINIMUM OPENING BID PRICE OF \$500 ON EVERY ENTRY OFFERED

- If the opening bid is not received the entry shall be marked as unsold. Entry Fee will apply.

ONLINE Sale Preview is provided by Pro Horse Services at no additional cost. A Quality picture and videos will be posted on the website at <https://prohorseservices.com>



Mike & Stephanie Jennings

P O Box 404

Round Hill, Virginia 20142

855.272.3905

info@ProHorseServices.com

THERE IS A SIGNIFICANT PENALTY FOR ENTRIES WITHDRAWN FROM SALE (See Conditions of Sale)

OQHA PRESENTS THE CONGRESS SUPER SALE - AN INTERNET AUCTION

Bidding Closes Saturday, October 17, 2020 • Fax to: (855) 272-3905

Name of Consignor _____ Agent Owner

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 _____ Reg # _____

Foaling Date: mo ____ /day ____ /yr ____ Color ____ Sex ____ Size ____
at the withers - use a measuring stick

Breed - Other (ie. APHA, NCHA, NRHA, NSBA, PHBA, etc.) _____ Breed Other Reg # _____

SIRE _____

DAM _____

Sire Reg # _____

Dam Reg # _____

SELECT a Selling Option: See Condition 9 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)

Pick ONLY ONE: Western Pleasure Yearling SALE STAKES Session Hunter Under Saddle Yearling SALE STAKES Session SUPER Session

PHOTOS: Photo Page in Catalog = NO EXTRA CHARGE • Provide print quality (300 dpi) picture by September 1.
Suitable Photos & Videos of Sale Entries are included in ONLINE Sale Preview at No Extra Charge

Programs Eligible for (requires action by Buyer): _____

Programs Paid Up for (fees already paid by Seller): _____

FOR BROODMARES: COMPLETE IN FULL Has APHA Foals - yes no Has ApHC Foals - yes no

List other foals NOT Registered with AQHA and indicate breed _____

2020 Bred to: _____ Reg# _____ Last Breeding Date _____

Foal in Utero Eligible for: _____

2020 Foal: Sex _____ Sire Name & # _____

2019 Foal: Sex _____ Sire Name & # _____

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

HYPP Results: N/N N/H H/H Not Tested • **5-Panel Results:** MH _____ GBED _____ PSSM1 _____ HERDA _____

Proof of Genetic Testing MUST BE sent in with this consignment form OR catalog will note "No Verification Furnished".

Proof in the form of a COPY of the TEST REPORT or AQHA registration certificate showing status.

OWNER'S STATEMENT as you want it to appear in the catalog. Indicate if this horse has any show record in AQHA, APHA, NSBA, NRHA and especially PHBA, Futurities, State or other Association awards. May include level of training, size, appearance, potential, disposition, etc. Attach additional Owner's Statement to this form if necessary. **We confirm show records AFTER horse is accepted for the sale for AQHA, APHA, NSBA, NRHA, NCHA, NRHA and PHBA if indicated by seller.**

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

A NEW HALTER MUST BE LEFT ON THE HORSE FOR THE BUYER.

SIGNED _____ Dated _____

(Circle: AmEx MasterCard VISA) Credit Card#: _____ cvv Code: _____ Exp Date: _____

Name on Card: _____ Signature: _____

Required Disclosure Form for ALL Entries
The All-American Quarter Horse Congress Super Sale

Complete for ALL ENTRIES and return with the entry form

Entry'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

Is this entry a:

CRYPTORCHID..... Yes No

CRYPTORCHID - 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 major surgical procedure? 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 _____

Is this entry being advertised for sale in any publications or on the Internet? Yes No
SIGNIFICANT PENALTIES apply if entries are sold after acceptance and prior to the auction.

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 • PO Box 404 • Round Hill, VA 20142
Phone or Fax: 855-272-3905 • Email: info@ProHorseServices.com

Consignment Contract • The 2020 Congress Super Sale

Professional Horse Services, LLC & Ohio Quarter Horse Association.

Please read, sign at the bottom of the Consignment Form and retain this portion of the Consignment Contract for your records.

1. Professional Horse Services, LLC, Mike & Stephanie Jennings, (hereinafter referred to as PHS, LLC) is providing management services to the Ohio Quarter Horse Association (hereinafter referred to as OQHA) for the Congress Super Sale, to be held as an Internet Auction to close on Saturday, October 17.
 - on the original entry must be presented to PHS. A \$100.00 charge is made for each substitution.
2. 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, to OHIO QUARTER HORSE ASSOCIATION 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 PHS, LLC f) Seller agrees to make any sale transaction for this entry through PHS, LLC
 - 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 OQHA, a commission of 9% (nine percent) of the actual selling price.
 - Withdrawal: Consignment Fees are nonrefundable. After the entry is submitted, I agree 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 PHS, LLC, in which case only the consignment fee will be due to PHS, LLC
 - UNPAID FEES: If there is a deficit in Seller's account, I agree to pay PHS, LLC and OQHA 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.
 - BUYER TRANSACTION FEE – A 3% buyer transaction fee will be added to all purchases, (however, this fee will be discounted for purchases paid for by Cashier's Check, Wire Transfer, or cash.) This fee covers costs for electronic financial transactions. The Seller is not responsible for this fee.
3. DISCLOSURE OF AUCTION RESULTS: I agree that PHS, LLC and OQHA may publish sale results including information concerning this sale transaction.
4. CONSIGNMENT FEES: I agree to pay OQHA a consignment fee of \$550.00 for the Super Session or a consignment fee of \$650.00 for the Yearling Sale Stakes Session for each horse accepted for the sale, which includes a full color Photo Page in the Sale Catalog, if the consignor chooses to use it.
5. COMMISSION: I agree to pay OQHA a sale commission of 9% (nine percent) of the final bid or selling price for any horse sold through the sale ring or as a result of the auction. If a horse is not sold in the Super Session a No Sale Commission will NOT be charged. If a horse is not sold in one of the Yearling Sale Stakes Sessions as a result of the auction, I agree to pay a No Sale Fee equal to 5% (five percent) of the final bid, which will not exceed \$600, unless the seller wants to nominate the yearling to the Sale Stakes, in which case the no sale commission will be 9% (nine percent) of the final bid. The No Sale Fee is in addition to the consignment fee. I agree that PHS, LLC or OQHA shall deduct and retain the sale commission and balance of consignment fee, if any, from my account before distributing proceeds to me. In the event there is a deficit in my account, I agree to pay OQHA the balance due immediately. Interest of 1.5% per month will be charged on the unpaid balance.
6. FEE INFORMATION: The Full Consignment Fee is non-refundable and is considered to be earned once the horse has been accepted for the sale. This consignment contract is not assignable. I agree that I will not withdraw any horse consigned, unless the withdrawal is accompanied by a veterinarian's certificate acceptable to PHS, LLC and OQHA, in which case withdrawal shall be permitted at no additional charge, other than forfeiture of the Full Consignment Fee. The veterinarian's statement should be specific as to the nature of the horse's problem.
 - Sale Prior to Bidding Opening: If a horse is listed in the online catalog and/or has been advertised by PHS LLC by any means, and sells before the close of bidding in the auction, I agree to pay OQHA liquidated damages in addition to the Full Consignment Fee. Liquidated damages shall be the greater of \$1,500.00 or \$750 plus 9% of either (a) the actual selling price of the consignment as verified with the buyer, or (b) in the event actual selling price is not provided to PHS, LLC within 10 days of the withdrawal, the value of the consignment as determined by PHS, LLC. All Liquidated damages shall be in addition to the consignment fee.
 - SUBSTITUTIONS: I understand that I have the right to substitute another entry for the original entry due to injury or death of the original entry. A veterinarian's certificate complete on all horses. I warrant that any registration certificates, registration applications for foals at mare's side, transfers or breeding reports are correct and free of any question or action by the applicable breed registry. I agree that PHS, LLC and OQHA may withhold any monies due me until all registration certificates, transfers, breeders certificates and other required documents are delivered to PHS, LLC. All back transfer fees will be paid by the Seller. All transfers will be filled out in their entirety according to the rules and regulations of AQHA. All Thoroughbred Mares must be properly registered with AQHA and have an AQHA Transfer.
7. RESERVE AUCTION: This is a Reserve Auction, unless otherwise announced for a specific horse. The right of the seller to bid on their own horse, through the auctioneer or otherwise, is expressly reserved. The auctioneer, and OQHA, reserves the right to bid, whether it is on behalf of a Seller for any minimums or reserves, as well as for their own personal purchase.
8. MINIMUM OPENING BID: There shall be an upset price or minimum opening bid of \$500.00 on any horse offered. If an opening bid of the upset price is not received the horse shall marked as Not Sold.
9. SELLING OPTIONS:
 - Sell with NO RESERVE or Minimum Price. Will sell to the highest bidder.
 - Sell with an undisclosed Minimum PriceMinimum 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 price is just below the reserve bid, the horse is not sold and is retained by the seller.
 - Sell Subject to Seller ConfirmationSeller 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.
 - Sell at or above a Minimum Starting BidWill sell to the highest bidder that meets or bids higher than any minimum opening bid.
10. BIDDING & EXTENDED BIDDING: Bidding will open and close at a specific time and date, which is listed for each auction. Bidding on lots will close every 3 minutes. A SOFT CLOSE bidding system is used. If bids are received within the last 3 minutes on the countdown timer on a horse, an additional 3 minutes will be added on that lot. Only after a 3 minute period passes with no additional bidding will the bidding close. A bidder may place individual bids. Alternatively, a Bidder may place maximum (proxy) bids where they declare the maximum dollar amount they want to bid, and the computer will bid on their behalf until they have successfully purchased the horse or the asking price exceeds the amount of their maximum bid. The auctioneer, P.H.S., reserves the right to bid, whether it is on behalf of a Seller for any minimums or reserves, as well as for their own personal purchase.
11. REGISTRATION CERTIFICATES: All registration certificates, transfers, transfer fees, stallion service certificates, and/or consignment fees must accompany this consignment form and all must be signed by the owner or legal agent thereof. Registration must be complete on all horses. I warrant that any registration certificates, registration applications for foals at mare's side, transfers or breeding reports are correct and free of any question or action by the applicable breed registry. I agree that PHS, LLC and OQHA may withhold any monies due me until all registration certificates, transfers, breeders certificates and other required documents are delivered to PHS, LLC. All back transfer fees will be paid by the Seller. All transfers will be filled out in their entirety according to the rules and regulations of AQHA. All Thoroughbred Mares must be properly registered with AQHA and have an AQHA Transfer.
12. ALL foals of 2020 and 2019 MUST BE Registered.
13. COGGINS REPORT: 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 PHS, LLC within 5 days of submission of an entry by any method.
14. HEALTH CERTIFICATES: Buyer will be responsible for obtaining the Interstate Health Certificate for transportation.
15. 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. I agree to review the information once it is posted and to notify PHS, LLC of any inaccuracy or omission which may be material and further agrees to hold PHS, LLC and OQHA harmless from any claims arising out of any such inaccuracies or omissions. I agree that I have a continuing duty to respond to the buyer after the sale, in the event of a dispute over Seller's representation of this entry. Seller may be subject to Condition 31 if the buyer makes a dispute or claim as stated in that Condition.
16. DISCLOSURES - I agree to notify PHS, LLC in writing and prior to the sale, of any unsoundness or defects of any kind, including altered tails, and hereby authorize PHS, LLC to state them in the online catalog. I agree to notify PHS, LLC if this entry is suffering from any contagious or infectious diseases. PHS, LLC 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 wobbles. Mares and stallions will be exempt from the lameness provision as stated above, if they are represented and sold for breeding purposes only.
17. 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 4 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. This examination will be limited to moving the horse for soundness on riding horses or show horses of any type, and checking the reproductive tract on breeding horses. Positive reaction to flexion tests and hoof testers does not constitute unsoundness, if the horse is moving sound. Radiographs, flexion tests and the use of hoof testers are allowed in a pre-purchase examination, but not in the limited post-purchase exam. If a performance or show horse, or prospect for such, is found to be lame at the

time of the examination, the sale of the horse can be rejected without further diagnosis. Any purchaser of a broodmare sold in this sale may have the mare examined by an acceptable veterinarian as a part of this limited post-purchase exam as stated in Condition 21 A horse sold with one or more of the issues described herein and in Condition 16, 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 five (5) business days of the date of sale and before the horse leaves the Seller's facility. If a sale is rejected, the horse will remain the property of Seller.

18. 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 PHS, LLC and be disclosed in the online catalog. Buyer has the right to have a licensed veterinarian draw a blood sample within five (5) 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, 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 PHS, LLC will be held pending the results of the blood screen.

19. 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 16, 17 & 18. RESPONSIBILITY FOR REPRESENTATIONS LIES ENTIRELY BETWEEN THE SELLER AND THE BUYER.

20. 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 PHS, LLC 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 PHS, LLC with the entry form. b) If such an entry has not been tested for HYPP the seller shall notify PHS, LLC of that fact and it will be stated in the catalog.

21. 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 PHS, LLC 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 PHS, LLC 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.

22. INSPECTION BY BUYERS: I agree 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.

23. RIGHT TO EDIT OR CHANGE: PHS, LLC 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.

24. NO GUARANTEE OF SERVICE: PHS, LLC 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.

25. RELEASE OF HORSE TO BUYER: Seller shall not release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified. Once bidding concludes, and PHS has collected payment from the Buyer, PHS will send to the Seller and Buyer, a Buyer Confirmation Form (BCF). When Buyer or transporter arrives they will show Seller their copy of the BCF to confirm payment. Buyer or transporter and the Seller will both sign a copy of the BCF and e-mail or fax it to PHS.

26. TRANSPORTATION FROM SELLER TO BUYER: Buyer is responsible for cost and arrangements for transportation of horse from Seller to Buyer. Soon after purchase Buyer will contact Seller directly to schedule removal of horse.

26. 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.

28. PHS, LLC and OQHA DO NOT GUARANTEE PAYMENT BY THE ONLINE BIDDER. Due to the nature of the electronic transaction PHS, LLC and OQHA cannot guarantee the validity or performance of an Internet bidder. Seller understands that PHS, LLC does not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any entry.

29. PAYMENT TO SELLER: PHS, LLC and OQHA AGREE TO MAIL CHECKS TO CURRENT OWNERS FOR THEIR CONSIGNMENTS NOT EARLIER THAN FIVE (5) DAYS NOR LATER THAN FIFTEEN (15) BANKING DAYS FROM THE DATE OF THE SALE OR ONCE FULL PAYMENT HAS BEEN VERIFIED AND FUNDS CLEAR THE BANK, whichever is later, providing all necessary and required documents are in order and the purchaser has not stopped payment on their check or otherwise failed to pay for the horse for any other reason or in the event of a dispute or claim by the buyer as stated in Condition 31. I agree that if the sale of any horse is not consummated by reason of default of the buyer or otherwise, PHS, LLC or OQHA shall not be liable for the payment or collection of the purchase price or for the return of the consigned horse. The sole obligation of PHS, LLC and/or OQHA shall be to assist me in the collection of the purchase price of the horse, recovery of the horse or re-sale of the horse at the sale or by private sale. I understand that PHS, LLC and OQHA do not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any animal.

30. INDEMNITY: I do hereby release and indemnify PHS, LLC, OQHA, Sale Managers, Auctioneers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, law suits, or legal proceedings arising from the sale of this consignment.

31. DISPUTED CONDITION & BINDING ARBITRATION: I agree that PHS, LLC and OQHA shall not be required to remit to me the net proceeds of the sale of any horse which is the subject of a dispute or claim by the buyer, for a serious soundness issue or defect, which may have existed prior to the sale, misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by PHS, LLC. The responsibility to resolve such a claim lies between the Seller and the Buyer. 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 PHS, LLC. 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 PHS, LLC its costs, expenses and attorney's fees incurred in such proceeding, in addition to any amounts awarded in such proceedings in the event Professional Horse 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.

32. LIMITS OF LIABILITY: PHS, LLC and OQHA 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 PHS, LLC and OQHA to you from all damages, losses, and causes of action resulting from Seller's use of the PHS, LLC website or service exceed the largest amount of funds held for your benefit.

33. ADDITIONAL TERMS AND CONDITIONS: The Terms and Conditions for the use of EDJEAuctions.com and PHS, LLC 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.

34. 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.

35. PRIVACY POLICY: By consigning a horse or registering for this auction I agree to the use of Seller's information by PHS, LLC. Seller's information will be used by PHS, LLC to contact Seller and for record keeping. PHS, LLC 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.

36. 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.

I have read the above conditions and accept them. Furthermore, I agree to abide by all other established conditions of sale under which PHS, LLC conducts its business.

**PLEASE SIGN AT BOTTOM OF CONSIGNMENT FORM
and retain this portion of the contract for your records.**