

# ***Saddle Brook Stables Online Sales***

## ***Terms and Conditions***

All prospective buyers and sellers must agree to the following terms and conditions in order to be eligible to bid during our online auction. Buyers are also subject to the general terms and conditions for those attending the auction in person. We caution you to read this document carefully in order to insure no misunderstanding.

### **Before Bidding You Must Remember**

Any announcements at the time of the auction or bidding will take precedence over materials previously provided. All horses are checked by a Veterinarian before entering the sale arena and they are visibly inspected for abnormalities. As the agent we make every effort to make known any issues that the item or animal might have but we will not be held liable for defects that are not stated.

All shipping of any kind will be at the buyer's expense. Buyer's will also be responsible for the payment of any boarding costs accumulated from the day of the sale until the date of pick-up. All outstanding debts must be paid in full before any horse will be released from Saddle Brook Stables.

Any extraordinary health certificates, tests, or documentation required for shipment shall be at the buyer's expense. Saddle Brook Stables requires only a 12 month negative Coggins in compliance with Tennessee State Laws. If anything else is needed then it will be the responsibility of the buyer to pay for any additional documentation or services including but not limited to health certificates and necessary tests.

### **The Bidding Process**

By submitting a bid through Saddle Brook Stables online bidding application the prospective buyer is accepting all terms and conditions set forth by Saddle Brook Stables. These terms and conditions can be found on the Saddle Brook Stables website at [www.tnwalk.com](http://www.tnwalk.com)

We reserve the right to reject, refuse, or void any bids that are deemed to be unacceptable by Saddle Brook Stables. This includes but is not limited to bids that may not have been made in good faith or those that are restricted, prohibited, or taxed due to local laws.

We are the one and only judge regarding the determination of the winning bidder. We are the single deciding authority if any dispute should arise. We accept no liability for any error made by the bidder or any omissions on behalf of Saddle Brook Stables.

We reserve the right to postpone or cancel a sale, without notice, if we determine that such an action is appropriate by our discretion.

We will not be liable or have any obligation to an intended bidder as a result of any withdrawal, cancellation, or postponement of a sale.

We make every effort to insure the accurateness of our catalog but by no means do we guarantee that every entry will appear in the order proclaimed by the catalog or that the entry will even appear at all.

If you have not made arrangements to pay for your purchase, Do Not Bid!

## **General Rules of Auction**

Buyers: The person with the highest bid when the auctioneer says "Sold" or deems the auction over by his or her chosen method is obligated to complete the transaction. Bids are not retractable and we caution everyone to be very careful not to bid by accident. Regardless of your circumstance, you are bound by the obligations of these terms and conditions and you will be expected to pay for the purchase in full.

Every transmission than is made via the Internet travels a different route. These transmissions can be delayed by a variety of factors including but not limited to the bidder's own computer. Due to these factors it is possible that the current selling price could rise between the time you submit your bid and when the bid actually registers with our online bidding application. This can result in the possibility of your bid being taken at a higher price than you intended. In order to prevent this from happening it is best that you not bid during a flurry of bidding activity. It may be best to place your bid once the bidding slows. This is the sole risk of the bidder and Saddle Brook Stables releases all liability for such an occurrence. The bidder will be expected to pay the price that he or she bids when the bid is registered.

High Speed internet is an absolute requirement in order to bid during our live auction. Do not bid if you do not have high speed internet access. High speed internet is necessary in order to decrease the likely-hood of the aforementioned problems with transmission time.

Bids are queued by the Saddle Brook Stables host computer in the order that they are received. Bid positions are awarded on a first come, first serve basis.

In the event of a malfunction of the host computer, Saddle Brook Stables will make every effort to stop the auction until the malfunction can be corrected. All lots sold prior to the malfunction will still be considered sold and the buyer is still bound to these terms and conditions. If the malfunction occurs during the auction of a particular entry then Saddle Brook Stables will make a best faith effort to resume where the bidding left off. Saddle Brook Stables releases all liability for missed bids during a malfunction. In the event that the malfunction is not fixable during the auction Saddle Brook Stables will have a limited number of phone operators ready to take bids by phone. The same terms and conditions apply to anyone bidding over the phone.

Any malfunction by the buyer's computer or Internet Service Provider is not the responsibility of Saddle Brook Stables and we will not be held liable for any problems arising from said origins.

## **Auction Rule Reminders**

Submission of a bid is a binding offer to purchase an item or animal.

A bid is valid until the consigned item or animal is sold or the auction closes.

Submission of a higher bid from another party does not withdraw previous bids.

The Auctioneer shall be the sole judge in determining the winning bidder in every circumstance including but not limited to a tie bid.

### **Policies**

Saddle Brook Stables offers online auctions for the benefit of both the buyers and the sellers that we represent. We will strive in every way for the satisfaction of each individual within the parameters of these terms and conditions. We can be contacted by email or phone and we encourage you to let us know your needs and concerns. Contact information can be located on our website at [www.tnwalk.com](http://www.tnwalk.com)

### **Payment**

All payments must be made directly to Saddle Brook Stables as soon as possible after the auction is over. All payments must be in route to Saddle Brook Stables within three business days. Saddle Brook Stables accepts payment by wire transfer, cashier's check, or via PayPal. There is a 3% up-charge with any PayPal payments. (i.e. \$1000 due would require \$1030 via PayPal)

Cashier's checks should be made payable to Saddle Brook Stables and mailed to Saddle Brook Stables, PO Box 844, Jamestown TN 38556.

PayPal payments can be made by accessing our site and logging onto any individual horse page where you will find the PayPal option on the bottom right hand side of the page. If you have any questions regarding the up-charge please feel free to contact us.

You will need to contact Saddle Brook Stables in order to perform a wire transfer. Contact Jon (931) 397-5504 or DeLeah (931) 879-9924.

### **Disclaimer**

Saddle Brook Stables acts as the agent only for this auction and we provide no warranty on any item or animal sold via our services. Items and animals are sold "as is" and we strongly recommend that buyers pay close attention to the auctioneer's comments and the seller's proclamations. All warranties expressed or implied are strictly between the buyer and the seller.

### **Bidder Acknowledgement of Understanding and Compliance with Terms and Conditions**

I hereby acknowledge with my signature that I have read and understand the terms and conditions set forth by Saddle Brook Stables. I realize that I am bound by these terms and conditions when I participate in the on-line bidding process or phone bidding.

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Signature of Bidder

Date