

- **Commission Fees** - are 8% of sale price for select catalog sales and 9% for open horse sales
- **No Sale/Pass Out Fees** - are 4% of last live bid and payable before retrieving registration papers plus any other fees due to Loma Livestock LLC.
- **Consignment Fees** – For select catalog sale, \$250
- **Registration Papers** – Once your horse is consigned and excepted to The Horse Sale @ Loma Livestock. Please mail the ORIGINAL REGISTRATION PAPERS, signed transfer papers, and/or breeders certificates to Loma Livestock @ PO Box 244 Loma, CO 81524
- **Representation of Horse:** I agree that I am responsible for the correct representation of this horse in the owner's statement in the catalog, additional announcements at the sale and in conversation with potential or eventual buyers. Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, etc. I agree that I have a continuing duty to respond to the buyer, after the sale, in the event of a dispute over my representation of this horse until any dispute is resolved.
- **Drugs and Medication:** I warrant that this horse has not been given drugs to alter soundness or temperament. I agree that I must disclose if any drug or medication is being administered to this horse for the maintenance of any condition.
- **Disclosures:** I agree to notify Sale Management in writing, of any irregularities, blemishes, unsoundness or defects of any kind, prior to the sale and hereby authorize Loma Livestock, the Auctioneer or Announcer to print in the catalog or announce such irregularities, blemishes, unsoundness or defects before the horse is sold.
- **Private Sales:** Absolutely no private sales in the yards, at the preview or any other time before the auction. All horses brought to the sale must be consigned and go through our auction ring. Any horses "no sold" in the ring but sold outside are expected to report it to the office. We will leave it up to the integrity of the seller to make sure this happens so the seller will be welcome back to the sale.
- **Withdrawal:** I agree that I will not withdraw any horse consigned, unless the withdrawal is accompanied by a veterinarian's certificate acceptable to Sale Management, in which case withdrawal shall be permitted at no additional charge, other than forfeiture of the \$250 consignment fee. The veterinarian's statement should be specific as to the nature of the horse's problem. Should such a withdrawal occur without an approved veterinarian's certificate, I agree to pay Loma

Livestock \$500 as withdrawal penalty in addition to the consignment fee. In the event that a consignment is withdrawn from the sale due to being sold prior to the consigned sale date, I agree to pay Loma Livestock liquidated damages in addition to the consignment fee. Liquidated damages shall be the greater of \$500 or 8% (eight percent) 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 Loma Livestock within 10 days of the withdrawal, 8% (eight percent) of the value of the consignment as determined by Sale Management. All liquidated damages shall be in addition to the consignment fee.

- **Payment for Horses:** Loma Livestock will mail checks to consigners no sooner than 5 days and no later than 10 days from the completion of The Horse Sale @ Loma Livestock. Unless there has been dispute or claim from the buyer, for a serious soundness problem 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 Loma Livestock. The responsibility to resolve such a dispute is strictly between the buyer and the seller. An agent and/or veterinarian acting on behalf of Loma Livestock will help mediate any dispute, but accepts no legal responsibility in doing so, and his/her decision will be final.
- **Warranty:** There is no implied warranty made by auctioneer or Loma Livestock as to the merchantability or fitness for a particular purpose of any animal in the sale. The seller (consigner and/or trainer) is the responsible party for all representations, warranties, and guarantees expressed or implied concerning the condition of any horse. The seller agrees to hold Loma Livestock LLC and anyone acting on behalf of Loma Livestock LLC, harmless from all loss, cost and expense arising from illness, injury or death of such animal, or loss or damage to property, and injury or death of persons, caused by themselves, their agents, or employees, or by the animal, subsequent to the time of purchase.
- **Liability:** Buyers, sellers/trainers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk according to the laws of the State of Colorado. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Loma Livestock; its principals, directors, officers, agents, employees and volunteers, and each and

every landowner, municipal and/or government agency upon whose property this activity is conducted, shall not be liable for injuries sustained by anyone attending The Horse Sale @ Loma Livestock.

- Loma Livestock LLC & its associates act as AGENTS ONLY and are not responsible for buyer/seller error or misunderstanding. All guarantees are strictly between the buyer and seller. All information distributed is provided by the consigner/trainer and Loma Livestock is not liable for any misprints or distribution and advertising of said information. In further consideration of this consignment, I agree to indemnify and defend, Loma Livestock LLC, their agents and associates, from all injury, loss of equipment, loss of animal or damages to myself, my animals or damages or injury to others lien property from my animals, by entering this horse at this sale whether by negligence, breach of warranty, or any misrepresentation which is alleged to have been made about the soundness of any animal sold at the sale. If any claim or dispute is asserted or arises over the sale or consignment of any lot or animal sold at auction, it is strictly between the buyer and the seller. An agent and/or veterinarian acting on behalf of Loma Livestock will help mediate any dispute, but accepts no legal responsibility to do so, and his/her decision will be final.
- I verify that all photos submitted to Loma Livestock, have full permission to be used for advertising and are free and clear from all photography copyright laws. The undersigned by executing this instrument delivers said property to Loma Livestock and declares themselves owner or legal agent and authorizes the sale thereof at public auction for his/her account according to its usual custom and represents the consignment is clear of all encumbrances unless listed above and may be legally sold.

I verify that I have read the above information, terms & conditions in full and hereby agree to be bound by them.