

A HORSE AFFAIR

PURCHASER IDENTIFICATION

PLEASE PRINT

Name _____

Address _____

City _____ State _____ ZIP _____

Telephone () _____ Cell phone () _____ Work () _____

Dealer resale or 501(c)3 Tax-Exempt Number _____ (Copy of exemption form attached _____).

THIS DOCUMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN THE PURCHASER AND A HORSE AFFAIR THE CONDITIONS OF SALE, WHICH BINDING UPON THE PURCHASER, ARE SET FORTH BELOW, BY SIGNING THIS DOCUMENT, THE PURCHASER AGREES TO ABIDE BY THE TERMS OF THE SALE.

CONDITIONS OF SALE

1. Each horse shall be sold at absolute auction to the highest bidder without limit, favor or reserve.
2. Terms: Cash, certified check, treasurer check, or approved personal check made out to "A HORSE AFFAIR or Visa, MC or American Express.
3. While A Horse Affair has endeavored to catalogue and describe the property correctly, all property is sold "as is" and neither A Horse Affair, the Manchester & the Mountains Regional Chamber (MMRCC) nor its consignor will be responsible for the description, geniuses, provenance or condition of the property. No statement contained in the catalog or made orally at the sale or otherwise shall be deemed to be such a warranty or representation or an assumption of liability. All property is available for inspection by the Purchaser at the preview prior to the auction.
4. A Horse Affair reserves the right to withdraw any item at any time before the sale.
5. The highest bidder acknowledged by the auctioneer shall be the Purchaser. In the event of any dispute between bidders, the auctioneer shall have the absolute discretion to determine the successful bidder, in which event this determination shall be final, or to re-offer and resell the article in dispute. If any dispute arises after the sale A Horse Affair's sales record shall be conclusive as to who is the Purchaser, the amount of the highest bid and all other respects.
6. When the auctioneer says SOLD, title to the property will pass to the bidder acknowledged by the auctioneer. The bidder thereupon assumes full risk and responsibility and will pay full purchase price for such property by completion of auction. Purchasers are responsible for items purchased by their number.
7. Auctioneer or a representative of A Horse Affair may act on behalf of absentee bidders, that is, non-present bidders who wish to participate as bidders/buyers in the auction by leaving bids on particular items.
8. All items purchased at the Horse Affair auction are to be removed within five (5) business days after auction at times and dates to be announced. Neither A Horse Affair nor the MMRCC nor the Equinox Hotel shall be responsible for loss of items left on the auction premises. Optional storage and shipping arrangements may be arranged through A Horse Affair at a fee agreed to between A Horse Affair and the buyer.
9. A Horse Affair will facilitate shipping of certain items purchased at the auction. This will be done strictly at the Purchaser's instruction, risk and expense. Packaging and handling of purchases are solely a courtesy and the Purchaser will assume full responsibility in the event of damage resulting henceforth.
10. In the event that A Horse Affair, MMRCC and/or the Equinox Hotel incurs any expenses or attorney's fees by reason of a breach of the Conditions of Sale or by reason of the Purchaser failure to pay the full amount owing, the Purchaser shall be liable for such expenses and/or attorney's fees.
11. The Purchaser hereby submits to the jurisdiction of the State of Vermont. All transactions between the Purchaser and A Horse Affair and/or the Equinox Hotel shall be governed by the law of the State of Vermont. Purchaser is to pay a 7% VT sales tax. For tax exemption, a copy of the Purchaser's tax exempt certificate must be provided.
12. Failure by A Horse Affair and/or the Manchester & the Mountains Regional Chamber to exercise any rights set forth herein shall not be deemed a waiver of that right or any other rights set forth herein.
13. A Horse Affair reserves the right to consider abandoned any property purchased but not delivered or accepted by the Purchaser within thirty business days of the date of the auction.
14. Purchaser agrees to pay, in addition to all amounts due, interest calculated at the rate of 2% per month.

SIGNATURE OF PURCHASER

DATE