

Important Notices

Conditions of Sale

This sale is governed by these Conditions of Sale and the Important Notices and Sellers' Contracts. All prospective Sellers, Bidders, and Buyers as well as all other interested parties are bound by the provisions of the Conditions of Sale as set forth below and in the Important Notices.

All prospective Bidders are urged BEFORE bidding to personally examine with care, or cause their agents and/or veterinarians to examine with care, any animal upon which they may be interested in bidding as they are accepting any horse purchased with all conditions and defects except those conditions and defects which are specifically warranted in these Conditions of Sale that are not so announced prior to sale.

Consignors may agree to arrangements with prospective bidders/buyers prior to the sale which differ from these conditions. In such an event, the company shall have no responsibility in regard to any such arrangements, and the enforcement thereof shall rest solely on the parties in the agreement.

Terms of Sale

The terms of this sale are Cash unless credit has been established with the Midwest Standardbred Horse Sale, prior to the Sale. Credit may be extended to qualified applicants. Please contact the Sale Manager if you desire to make such arrangements. A credit application form is available and must be completed and approved no later than seven (7) days prior to commencement of sale. The sales company will require persons making credit purchases to pay their balance in full within fifteen (15) days and insure their purchases with a full mortality policy having no deductible, which names the sales company as an additional insured and as first dollar Loss Payee until such time as the full, collected payment is received. **The Midwest Standardbred Horse Sale reserves the right to charge an interest fee of 2% per month on any unpaid balance.**

Sales Tax

Each horse offered for sale in this catalog is subject to the Indiana Retail Sales Tax, which must be paid by the purchaser in addition to the purchase price, unless an ST-105 form has been properly executed and submitted to the sales office.

No Warranty

There is no express or implied warranty made by the auctioneer, Midwest Standardbred Horse Sale, the consignors or the sellers as to the merchantability or fitness for any particular purpose of any animal offered for the sale in this auction.

Mortality Insurance and Credit

All purchases made on an approved credit basis must be insured by purchaser. Midwest Standardbred Horse Sale is to be named as an additional insured and as first dollar Loss Payee on all insurance policies covering all horses purchased on a credit basis until credit purchases have been paid in full.

Pedigree Information

Pedigree information of racing and produce record contained herein has been compiled by Standardbred Canada. This information is subject to constant change and revision and occasionally errors or omissions may occur as a result of incorrect data from others, mistakes in processing or other causes. Therefore, this information cannot be guaranteed as to complete and total accuracy. Standardbred Canada for itself and its successors and assigns, hereby disclaim responsibility for the consequences, if any, of such errors or omissions but would appreciate them being called to their attention.

Coggins Test

All animals in this sale have been required to be tested for equine infectious anemia (coggins test).

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Important Notices

Parentage Authentication

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All animals have been or are in the process of being blood-typed or DNA tested for parent verification. Copies of the results of fully processed blood-typing or DNA tests are available in the sales office. Should any of the results of currently unprocessed blood-typing or DNA tests prove to be negative (that is, the animal does not qualify for the cataloged parentage), the buyer shall return the yearling immediately to the consignor, the sale shall be null and void, and the consignor shall pay all costs of said return. Upon return of the yearling pursuant to this paragraph, neither the buyer nor the consignor shall have any claim against the sale company for any damages. (The obligation to return the animal is limited to nonqualifying parentage blood-typing or DNA results only.)

Announcements from the Auction Stand

In case the consignor wishes to amplify or correct any information contained in the catalog and so advises the Company, an announcement to that effect will be made from the auction stand immediately prior to the sale of such yearling. Please pay particular attention to such announcements, as they will take precedence over anything printed in the catalog.

Stakes Engagements

Where a consignor reports futurity or stakes engagements, a memorandum of these engagements (if any) is printed under the pedigree of each horse as reported to the Midwest Standardbred Horse Sale. Midwest Standardbred Horse Sale and those compiling pedigree information for the catalog are not responsible for any errors, misstatements, or omissions in the engagements so published in the catalog. Midwest Standardbred Horse Sale does not and will not accept any responsibility as to the eligibility of any horse. The consignor is the responsible party for all such statements of eligibility including those statements authorized by the consignor regarding eligibility of the horse from the auctioneer on sale day. It is the consignor's responsibility to bring all printed errors to the attention of the auctioneer so that any such errors can be announced and corrected. The consignor is at all times responsible for the identity of all horses consigned by him. There is no liability assumed by purchaser for any future payment in stake events. Payments may be made at purchaser's option, but must be made when due to keep the entry eligible. All payments when made are forfeits. We advise all purchasers to contact each stake sponsor to make them aware of the change of ownership and address.

Removal of Purchased Yearlings

All yearlings must be removed within four (4) hours of the conclusion of the final session. Any yearlings still on the grounds after said time may be shipped to a farm selected by the Midwest Standardbred Horse Sale and all charges billed to the purchaser.

Registration Certificates and Applications for Transfer

Available registration certificates and applications for transfer are procurable sale day in the sales office. Unless paid for in cash, the company will place a hold on the transfer process with the USTA for each horse until all monies have been received and processed. The hold will then be released and the transfer process with the USTA can commence.

Stall Assignments

Stall assignments are listed in the Index of Consignors and at the top inside corner of each pedigree. They are listed with aisle numbers. All those attending assume all risk. Midwest Standardbred Horse Sale is not responsible for accidents.

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