



Cascade Horse Sale and Rodeo Terms and Conditions General Sale Terms and Conditions

Cascade Horse Sale & Rodeo Horse Auction

General Terms & Conditions

1. Definitions

- **Auction** refers to the Cascade Horse Sale & Rodeo Horse Auction, its contractors, and its associates.
- **Consignor** refers to the individual or entity offering a horse for sale and or their designated Agent(s).
- **Buyer** refers to the successful bidder.
- **No Sale (NS)** refers to any horse that receives no acceptable bids or that the consignor does not feel the horse has brought enough money or that declares the horse as a No Sale.
- **Gavel Fall** refers to the moment the auctioneer declares a horse sold or no-sale by the fall of the gavel.

2. Commission & Fees

1. **Sold Horses:** An **8% commission** will be charged to the Consignor on the final hammer price of each horse sold.
2. **No Sale Horses:** A **4% commission** will be charged to the Consignor for any horse that is declared a no sale. No Sales must be declared before the horse leaves the arena by the Consignor.
3. **Consignment Fee:** \$200 due upon consignment. This fee is non-refundable.
4. **No Show Fee:** \$500 due at the time of the sale for any consigned horse that does not show up to the sale as well as **4% of the highest Max Bid received online** on or before the first day of move in for the sale. A copy of all electronic bids received for the horse shall be made available upon request with timestamps of when the bid was received within one week of the end of the event.
5. Commissions are due and payable as soon as the sale of that horse is complete. The Auction will deduct commissions and any outstanding fees from sale proceeds collected by the Auction.
6. The Auction, at its sole discretion, may choose to waive fees or commissions for any reason for any consigned horse. A waiving of fees for any consigned horse does not change or negate the fees applied to other consignments in the sale.



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3. Finality of Sale

1. **All sales are final at the fall of the gavel. No Sales must be declared before the horse leaves the arena and commission will be charged against the Final Sale Price (Highest Bid at the time the auctioneer closes sale).**
2. **No private sales or agreements may occur after the gavel falls** for the sale to be considered valid and final through the auction.
3. Any sale, trade, or agreement made after the gavel falls between Buyer and Consignor **will not be recognized as an auction sale** and does not negate commissions or fees owed to the Auction.

4. Bidding & Payment

1. The highest bidder acknowledged by the auctioneer at the fall of the gavel shall be the Buyer.
2. All Buyers must settle payment according to auction-announced terms before taking possession of the horse.
3. Title and risk of loss transfer to the Buyer at the fall of the gavel unless otherwise announced.

5. Horse Condition & Representation

1. All horses are sold **AS IS, WHERE IS**, with no guarantees or warranties expressed or implied unless seller has made a guarantee (Sound at time of sale, broodmare sound, pasture sound, etc.).
2. Any warranties or guarantees are offered on behalf of Consignor and not by the Auction itself.
3. Any statements made regarding a horse are the sole responsibility of the Consignor.
4. The Auction is not liable for any mistakes, omissions, or misrepresentations regarding soundness, fitness, temperament, or suitability.

6. Mandatory Paperwork and Documentation

1. All horses on site for the sale must have a current Coggins certificate and Health Papers issued by an accredited veterinarian within 30 days of the sale. This is separate from any health requirements the state of California may require and is subject to change.
2. All horses to be sold as *Registered Horses* must have all paperwork required to transfer registration with them upon arrival. Consignors should contact the Auction prior to arrival to ensure they have all the correct paperwork.



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3. Consignors are responsible for ensuring they have the appropriate health documentation, inspections, etc. required to enter the state of California.
4. The Auction makes no representations, nor does it assume any liability for errors or omissions regarding brand requirements or health requirements to enter the State of California.

7. Withdrawal of Horses

1. Horses may not be withdrawn from the auction without prior approval from auction management.
2. Unauthorized withdrawal may result in commission and/or additional fees at the Auction's discretion.
3. The Auction reserves the right to remove a horse from the sale for any reason it deems necessary.
4. If The Auction removes a horse, any applicable fees will be due in full at the time of the sale.

8. Risk & Liability

1. All persons attending, buying, selling, or handling horses do so at their own risk.
2. The Auction assumes no liability for injury, death, loss, theft, or damage to horses, persons, or property.

9. Disputes

1. Any bidding disputes will be settled at the sole discretion of the auctioneer.
2. The Auction's records shall be final in the event of any dispute.

10. Governing Law

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the State of **California**.

11. Acceptance of Terms

Participation in the Cascade Horse Sale & Rodeo Horse Auction constitutes acceptance of these Terms & Conditions by both Buyers and Consignors.