

Crawford Livestock Market Legend Buttes Horse Sale
Terms & Conditions

(Buyers and sellers are bound by the Terms & Conditions whether you read them or not)

SELLERS

- 1) To feature your horse(s) in the catalog you must provide payment, paperwork and pictures by August 20th or you will not be featured in the catalog. Consignor may consign up to 6 horses. Only 2 horses may be prospects. If they are riding horses, be prepared to ride them on sale day or they will be considered a prospect. There is no limit on the amount of Open or Loose horses you may consign. Open and Loose horses will be accepted until NOON on sale day.
- 2) All catalog horses must attend preview and be checked in *by 9 a.m.* on sale day. Crawford Livestock Market, LLC, act as agents only and are not responsible for buyer/seller error or misunderstanding. All guarantees pertaining to training, disposition, ability, ect., are strictly between the buyer and seller.
- 3) ALL Catalog and Open horses (in or out of state) must have current Coggins (1 year) and Health (30 days). ALL out-of-state horses MUST have current Coggins and Health. This applies to catalog, open, *and* loose horses. Loose in-state horses are not required to have Coggins or health. If a loose Nebraska horse is purchased by out-of-state buyer, the buyer will be responsible for paying a \$45 Vet fee per head to accommodate Coggins testing and health. Vet will be on-site for sale day. Coggins results must be completed before animals leave the premises.
- 4) The commission will be 8% of the selling price, or the minimum (\$35), whichever is greater, on all catalog or open horses. Catalog horses will be charged a non-refundable \$75 Catalog fee due at consignment. Loose horses will be charged 8% commission with \$25 minimum. Loose ponies, donkeys, and foals will be a minimum of \$15.
- 5) Consignor has the privilege to no sale their horse. If the seller no sales, the cost will be 8% commission on the final accepted bid for ALL horses.
- 6) If the client wants to sell the horse as REGISTERED, they must supply a copy of the registration paper at time of consignment AND original papers with signed transfer on sale day or horse will be considered GRADE and sold as such. Horses will be sold as registered only if papers and transfers are furnished to CLM before the Sale.
- 7) CONSIGNOR AGREES TO NOT PRIVATELY SELL OR WITHDRAW CONSIGNED HORSE TO SALE unless injured/sick with vet release. ALLEY/PARKING LOT TRADING IS FORBIDDEN.
- 8) Nebraska is not a brand inspection state, you must abide by your state's brand inspection requirements. South Dakota: Horses from South Dakota must have a shippers. Call (877-574-0054). Wyoming: Horses from Wyoming *must* have a brand inspection (Form A). Horses leaving the state will be supplied with a purchase sheet, health & Coggins, and Registration papers (if applicable).
- 9) Crawford Livestock Market Soundness Guarantee applies to catalog entries only. All other horses are sold "as is" with all existing conditions and defects except as otherwise expressly stated herein.

BUYERS

1. Animals must be purchased with cash or credit card where a 3% processing fee will apply. Online bidders and customers writing a check must be pre-approved by September 19th. No approvals will be made on Friday or Saturday. (ATM locations in Crawford are: Tailgate Bar & Grill, The Corner Bar, Saddle Rock One Stop and Security First Bank.
2. Bids are accepted online via www.cattleusa.com. If you aren't already registered to Crawford Livestock, you must pre-register and be approved by 2 or more business days in advance (by September 19th). Buying at other salebarns via cattle usa does not count. You must have an account and be approved by CLM.
3. All horses will be available for viewing and inspection prior to sale. Please inspect horses PRIOR to sale time. There is no warranty, expressed or implied by sale management or any representative thereof for as to the soundness, physical condition, health or disposition, nor as to merchantability or fitness for any particular purpose of any horse offered in the CLM Legend Buttes sale.
4. Crawford Livestock Market Soundness Guarantee applies to catalog entries only. All other horses are sold "as is" with all existing conditions and defects except as otherwise expressly stated herein.
5. Neither the Auctioneer, Crawford Livestock Market Management, any representative thereof, nor their consultants shall be responsible for any liability whatsoever, including, but not limited to, the loss, damage, injury, death, or illness of any horse, animal, person, or property before, during or after the sale.
6. If a dispute should arise between or among bidders, the Auctioneer shall settle the dispute and his decision shall be absolute, final and binding on all parties. Horses are at the buyer's expense, risk, and responsibility from the instant the horse sold.
7. ALL Catalog and Open horses (in or out of state) must have current Coggins (1 year) and Health (30 days). ALL out of state horses MUST have current Coggins and Health. This applies to catalog, open, *and* loose horses. Loose in-state horses are not required to have Coggins or health. If a loose Nebraska horse is purchased by out of state buyer, the buyer will be responsible for paying a \$60 Vet fee per head to accommodate Coggins testing and health. Vet will be on-site for sale day. There MAY BE up a waiting period for Coggins results before horse can leave premises.
8. Buyer assumes full ownership of the animal(s) from the time it is sold in the sale ring and is responsible for proper feed and care.
9. Horses must be transported from CLM by Monday at 6 p.m. following the Saturday sale.

LIABILITY: Buyers, sellers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk. Crawford Livestock Market, LLC., the Committee: its principals, 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 or the Preview at the Old West Trail Fairgrounds.

SOUNDNESS GUARANTEE: "Honest People, Selling Honest Horses". CLM considers sound as: "Sound of eyes and air. Hits the ground sound on all four.", unless otherwise stated. If a horse arrives unsound, Vets and CLM Horse Representatives have the right to refuse service to consignor. At Crawford Livestock Legend Buttes Horse Sales, all catalog horses that are ridden through the ring, and sell as a result of being ridden through the ring,

are GUARANTEED SOUND until Monday Noon following the Saturday Sale unless otherwise stated from the block or if unsoundness is due to buyer's negligence. NO EXCEPTIONS. Open and Loose horses sell AS IS. All checks will be held for two days to solidify this policy. If you consider your horse to be unsound. Horse must be hauled to CLM vets at Cheyenne River Animal Hospital in Edgemont, SD, at *buyers* expense. They are the only vets who can make soundness decisions to obtain funds.

For more more information or if you need questions answered, please feel free to call:

Crawford Livestock Market Office: (308) 665-2220

Horse Sale Representatives:

Robin Ferguson: (308) 360-3583

Cody Scherbarth: (308) 430-0528

If you have questions pertaining to health or brand requirements, please reach out to your vet and brand inspector or feel free to call ours.

Vet: Cheyenne River Animal Hospital: (605) 662-7939

Brand Inspector: Kate Zander (308) 225-1617