

HEBER VALLEY HORSE SALES, INC

TERMS AND CONDITIONS

1. Highest bidder is the buyer! Any disputes will be resolved with sale management as they see fit. This includes the right to reject any or all bids. It will be the final say.
2. All horses must be paid for within a 24-hour period, unless other arrangements have been made for payment with the approval of the HVHS management (refer to registration of buyers and authorization).

Terms of Payment:

- CREDIT CARD with a 4 % processing fee added (verification due at registration)
  - BANK WIRING: Buyer provides a letter from their bank that verifies funding available, and payment must be sent on the next business day after the sale. (Pre-Arranged with HVHS Staff) Must be made before end of day on Friday prior to sale. (435-503-1320 cell)
  - CASH OR CASHIERS CHECK: Check must be made to Heber Valley Horse Sale and delivered to the: 154 South 100 West, P.O. Box 285, Midway, Utah 84049 or sent Overnight- Registered Certified Mail to the above address.
  - BANKABLE CHECK: (verification with driver's license) NO OUT OF STATE CHECKS ACCEPTED WITHOUT A BANK LETTER. Make checks payable to Ken Beck and Associates.
3. A buyer's number will be issued when you have registered at the sale. For online registration a credit card number is required upon registering. Anything charged to that buyer number is your responsibility. The seller understands and assumes all responsibility for any bid that is made and not honored. If any bid is not honored, the seller agrees to hold HVHS, Inc., staff, and associates harmless.
  4. When the horse is purchased, buyer assumes responsibility for arranging for the care of this animal until transportation is arranged. Please be reminded that title passes at the fall of the hammer, at which time the purchaser assumes all risk and responsibility to move the horses after the sale. No delivery of the animal will be made until it has been paid for in full. Buyer is responsible for paying transport fees, registration fees (when applicable), and any veterinarian fees that buyer wants to have done over and above what the seller has already made.
  5. The buyers assume responsibility for lining up the transportation of their animals. HVHS will help as needed for these arrangements. Contact Brent Kelly if you need help in this area. 801-368-5498. A list of possible transporters is on our website.

6. The seller reserves the right to bid on their own horse and can accept or reject the bidding on their animal. A NO SALE must be declared before leaving the sale ring.
7. SOUNDNESS GUARANTEE: Every horse consigned to this sale must have a 3-day guarantee for soundness when it is ridden through the ring and sold as a riding horse. The horse must not crib, must hit the ground on all fours properly, have sight in both eyes, and not have a breathing disorder or questionable problems related to these. Please stall your horse for this period and do not put it into a pasture with other horses. If it gets injured after the sale, the soundness guarantee is void. To report call 801-368-5498 or 435-503-1320.
8. HVHS DOES NOT GUARANTEE RIDEABILITY. Any guarantee as to the rideability of the horse is strictly between the seller and the buyer. HVHS is released from any responsibility to such guarantees by the seller and buyer. HVHS acts as a selling agent only for the consignors but assumes no liability for either buyer or seller.
9. Every effort has been made to ensure the correctness of the online and the printed catalog. HVHS is not responsible for errors or omissions.
10. Seller will provide a Brand inspection, a Coggins Test, and a Health certificate, as well as Registration Papers and transfer (where applicable), and veterinary papers (if provided).
11. Payment to the seller will be made after 14 days of the sale.
12. HVHS will not be held liable for accidents or injury to persons or animals. Any person attending does so at his/her own risk. Heber Valley Horse Sales, Wasatch County Event Center, sale staff and personnel shall not be held liable or responsible for any accident, injury, mishap, theft, or damages incurred at sale time. Utah Equine Act 78B-4-201

NOTICES: FAILURE TO COMPLETE THE PAYMENT TERMS AS STATED ABOVE WILL RESULT IN FORFEITURE OF THE ANIMAL(S) PURCHASED AND/OR LEGAL ACTION. YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT BY BIDDING. BE SURE YOU ARE CAPABLE OF PAYING IMMEDIATELY AND REALIZE YOUR BIDS ARE NOT CONDITIONAL UPON FINANCING. IN THE EVENT OF LITIGATION TO ENFORCE THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER HIS/HER ATTORNEY'S FEES. EACH LOT WILL SELL SUBJECT TO A RESERVE PRICE ESTABLISHED BY THE SELLER. WHEN THE HORSE IS SOLD WITH RESERVE, THE AUCTION MAY BID ON THE SELLER'S BEHALF IN AN AMOUNT NOT TO EXCEED THE RESERVE PRICE.

CONTACTS:

BRENT KELLY: 801-368-5498

[kellybannouncer@gmail.com](mailto:kellybannouncer@gmail.com)

MARY KELLY: 435-503-1320

[hvhscowgirl@gmail.com](mailto:hvhscowgirl@gmail.com)

KEN BECK: 970-903-6051

[beckranch74@gmail.com](mailto:beckranch74@gmail.com)

WENDY BECK 970-903-8515

[wendyb@frontier.net](mailto:wendyb@frontier.net)

SOUTH VALLEY EQUINE (Beau Beck) 801-254-2333

[Southvalleyequine.com](http://Southvalleyequine.com)