

Sale Terms & Conditions

1. If you are interested in a horse, please talk to the consignor and look over the horses. Please plan a pre-purchase exam before the sale if you are wanting x rays. A vet will be onsite all week before the event and available to assist you with this.

3. Bidding: All bidders must provide a driver's license to obtain a bidder number. Bidders must be at least 21 years of age. The highest bidder is the buyer. If any dispute arises between or among two or more bidders, sole authority to settle the dispute as he sees fit is reserved by the auctioneer and the decisions shall be final. Seller reserves the right to waive the sale (bids) of his/her horse before it leaves the ring. The auctioneer reserves the right to reject any or all bids. The auctioneer completes sale of a horse at the fall of the gavel. We reserve the right to refuse bidding to anyone.

4. Internet Live Bidding & Phone Bidding: All internet and phone bidders must be registered to bid and have all pertinent forms emailed to the office by noon the day before the sale. Any bidders trying to register after this deadline, are not guaranteed to bid. Email phone bidding form and a copy of your driver's license to info@mmauctionservices.com.

- **Internet Bidding** is provide by MM Auction Services, LLC. Go to www.mmauctions.online and you can find it under current auctions at that link. Click on "[How it Works](#)" to get started or call with questions. We would love to help just give us a call @ 307-272-5039. There will be a .04% online buyers fee. If you pay with a credit card, a 4% convenience fee will be applied at checkout. If you pay by e-check, there is no fee. Once registered to bid, your spending limit will be set at zero until you email a copy of your driver's license to info@mmauctionservices.com. We will then set your online spending limit. Please know that all online bidders must be registered by noon the day before the sale or we can't guarantee bidding.
- **Phone Bidding & Absentee Bidding:** In order to bid, you will need to fill out our phone bidding form. Email the form and a copy of your driver's license to info@mmauctionservices.com. Deadline for phone bidding registration is the day before the sale by noon or bidding is not guaranteed.

5. Payment: Payment in full must be made to the cashier immediately after the sale in US Currency by Cash, Credit Card, or Check. International purchases are payable only by wire transfer and secured by an authorized credit card for the full amount. (Card will be credited when the wire arrives within 1 business day.) A 4% convenience fee will be charged if payments are made with a credit or debit card. By making payment with your card, you acknowledge that you waive the right for a return of horse(s) purchased after the required date of Monday, June 29th, along with any and all refunds of monies paid, etc. in conjunction with any purchases at this sale/auction from MM Auction Services, LLC. MM Auction Services is a pass-through agency only and does not hold funds for guarantees, returns or refunds of monies paid on animals purchased at auction. All sales are final and "as is".

6. Private Sales: Absolutely no private sales with consignors either prior to the sale or after the auction. Consignors have given Royal Crown & MM Auction Services, LLC Exclusive Rights for selling the consigned horses. All horses brought to the sale must go through the auction ring. Any horses “no sold” in the ring but sold outside are expected to report it to the office. We will leave it up to the integrity of the seller to make sure this happens so the seller will be welcome back to the sale.

7. Consignor’s Guarantee: The buyer is the responsible party to examine horses carefully before they bid. If buyer wants their own pre-purchase exam or additional x-rays of a horse, it’s their sole responsibility to get them done before the sale at buyer’s expense. Each horse sold at The Royal Crown Horse Sale is guaranteed sound by the consignor. All horses are sold sound that at the time of inspection the horse was sound of limb, wind, and eye unless other announcements are made at the time of sale from the auction block. Each consignor will be totally responsible for guarantees they make on their animals and guarantees will be made only from the auction block while the animal is being sold. Absolutely no guarantee or warranty will be expressed or implied by the auctioneers or ringmen. Effort has been made to insure correctness of the catalog and all printed material. However, employees and auctioneers will not assume responsibility for errors or omissions, but appreciate having them called to their attention. Announcements in the ring take precedence over printed information. Pay close attention to the announcements. This soundness guarantee is between buyer and seller and does not include any other persons. Unless otherwise stated, all horses will be sold sound until Monday following the sale by noon. If the horse is not considered sound by buyer, the buyer has until Monday following the sale @ noon to have Matt Zancanella inspect the horse. Matt Zancanella will make the final decision as to the soundness of the horse. If the horse is considered unsound, the buyer will be returned his purchase price less fees. If Matt Zancanella determines the horse not to have the alleged defect, the sale of said horse is valid and enforceable and purchaser assumes all costs of examination, treatment, and sale purchase price. In settling disputes, the decision by Matt Zancanella is final. Soundness does not guarantee pass of a check by any vet following the sale. We highly recommend you going to ride and visit the horse giving you confidence you need to bid come sale day. Make sure you do your homework and shop the horses extensively. Pay for x-rays if you feel you need them. Ask questions about disposition, manners, attitudes, faults, riding ability comparisons, etc. Take advantage of the previews and pre-inspect horses prior to purchasing. Once you bid on a horse, you are indicating you have done your homework enough to satisfy yourself and no one else is responsible. The consignor of each animal represents and warrants to the buyer and Royal Crown Horse Sale to include but not limited to the following:

- Title of the animal, free from all claims of ownership
- Sound of limb, eyes, and wind
- Not a cribber or wind sucker
- Be exactly what they represent them to be

- If said horse is not what the consignor represents it to be, Matt Zancanella will be the sole decider. Consignor will be expected to take the horse back and give the buyers a horse that they claimed to have purchased. OR the consignor can refund the buyers money minus fees. A decision will be made based on what's best for both parties. Whether the buyer did their homework or not, will also be taken into consideration.

8. Requirements for Transport:

- Brand Inspection – Required on all sale horses: A brand inspection (AKA Ownership Papers) is included with horse payment at checkout and must be obtained from the brand inspector once you have paid for your horse(s). \$10 fee charge
- Coggins – Required for transport into and out of Wyoming: All horses sold are required to provide a coggins test current within six months of sale date (provided by consignor).
- Health – Required for transport out of Wyoming: A veterinarian will be on grounds to provide all horses going out of state a current health inspection. Fees will be included with horse payment at checkout. \$40 per animal (International Health is additional \$150).

9. Transporters: Yoder Equine Transport 608-732-9333

10. Equine Insurance: Giddy Up Horse Insurance 406-220-0260

11. Care of & Pick-Up: Buyer assumes full ownership and responsibility of the animal from the time it is sold in the sale ring. It is the new owner's responsibility and sole risk from the time of purchase for proper feed, care, and maintenance. Buyers will be responsible to pick-up purchased horse(s) immediately following the sale or a \$25/night boarding fee will be assessed. Do not take sale numbers off the horses, as they will be needed for checkout. The buyer and sale attendees further agree to hold the consignor, Royal Crown, and MM Auction Services harmless from all loss, cost and expense arising from illness, injury or death of such animal, or loss or damage to property, and injury or death of persons, caused by themselves, their agents, or employees, or by the animal, subsequent to the time of purchase.

12. Warranty: Animals that are rejected by the buyer because they are misrepresented in the ring will need to be inspected by Matt Zancanella and/or Matt's agent. Matt will make the final determination whether there was misrepresentation. There is no implied warranty made by auctioneer or Sale Company as to the merchantability or fitness for a particular purpose of any animal in the sale. The seller is the responsible party for all representations or warranties expressed or implied concerning the condition of any horse and buyers should satisfy themselves concerning the condition before purchasing. Consignors will not refund money because of human/animal personality conflicts. However, consignors are usually willing to trade horses with buyers. Once again, buyers need to do their homework well in advance of the sale.

13. Buyers Fees

- Brand Inspection: \$10 brand inspection fee/horse by state law

- Health Papers (transport across Wyoming lines): \$40 health inspection fee/horse (International Health requires additional \$150)
- Additional Buyer's Fees: NO online buyers fee – 4% credit/debit card convenience fee

14. Stalls following the sale: All horses can stay in their current stall until Sunday following the sale by 10 pm. Nightly boarding rates do apply \$25/night.

15. Loading out: Buyers must have a release from the office for all load outs. Brand inspector and veterinarian will be on sight sale day for all proper paperwork.

16. Liability: Buyers, sellers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk according to the laws of the State of Nevada. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Matt Zancanella, Premier Horse Sales Committee, MM Auction Services, LLC; its principals, directors, 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 Royal Crown Horse Sale. MM Auction Services, LLC & its associates act as agents only and are not responsible for buyer/seller error or misunderstanding. All guarantees are strictly between the buyer and seller. MM Auction Services LLC will provide original papers and signed transfers to the buyer within 10 business days once buyers' payment has processed. In further consideration of purchasing at this sale, I agree to indemnify and defend MM Auction Services, LLC, Matt Zancanella, their agents and associates, from all injury, loss of equipment, loss of animal or damages to myself, my newly purchased animals or damages or injury to others lien property from my animals, by purchasing a horse at this sale in Rock Springs, Wyoming. The undersigned by executing this instrument delivers said agreement to MM Auction Services, LLC and declares them free of any and all claims. By purchasing a horse at Royal Crown Horse Sale and/or executing this instrument, I verify that I have read the above information/terms & conditions in full and hereby agree to be bound by them.

By bidding on and/or purchasing a horse at Premier Horse Sales, I verify that I understand all terms & conditions and agree to be bound by them whether I read them or not.