

Terms of Buying & Selling at CowboyUp Enterprise Auctions

- All horses and livestock are to be sold inside the sales ring. No horses or livestock are to be sold before they are offered for public sale. Anyone caught buying or selling outside of the ring (Pinhooking) will be banned from the sale and issued a warrant of trespass.
- All horses must have a sturdy halter left on when sold. A halter that is broken or damaged so a horse cannot safely be lead is not a serviceable halter. Neck ropes are not deemed a halter. If the seller removes the halter, they will be charged a \$25.00 fee.
- **SOUNDNESS AGREEMENT.** Consignor is responsible for informing the sales company of any known unsoundness, including but not limited to: cribbers, windsuckers, stall weavers, and cryptorchid. Mental attitudes and fears that a horse may have are not included in this agreement. There is no guarantee on horses sold AS IS or any horse selling for six hundred (\$600) or less. Horses sold SOUND may be subject to a veterinary examination at the purchaser's expense. The exam will exclude all physical defects so stated by the consignor and will be limited to the horse's current condition. **THE FAILURE OF FLEXION TESTS WILL NOT BE CONSIDERED AS A REASON TO RETURN HORSE, UNLESS IT LEADS TO THE FINDING OF UNDECLARED CHIPS OR FRACTURES. X-RAYS WILL BE NECESSARY.** The results must be completed and reported to CowboyUp Enterprise, LLC within three (3) business days after the sale. It is the responsibility of the purchaser to provide safe transportation and have proper facilities to maintain the horse prior to the veterinary examination. If the horse has to be returned, it must be brought to CowboyUp Enterprise, LLC in acceptable condition. No new lumps, bumps, scrapes, or bit marks. Transportation done for or by the purchaser is at their own expense.
- **PAYMENT ON HORSES SOLD SOUND.** The consignor's check will be held for three (3) business days after sale. To insure prompt delivery of your check, be sure the sale company has your full name and proper mailing address, email and phone number. If a horse is returned, the consignor is responsible for paying the commission on the selling price of that horse and any other fees that are incurred. The horse will remain property of CowboyUp Enterprise, LLC until these fees are paid. The purchaser will be given a full refund from the sale company on the returned horse.
- **COGGINS TEST.** All horses must have a coggins that has been drawn within one (1) year of sale. This is in accordance with the state laws of Virginia.
- **ABSOLUTELY NO PRIVATE DEALING OF LIVESTOCK IS PERMITTED IN THE SALE BARN OR ON SALE COMPANY PROPERTY.** If caught buying or selling outside of the sale ring (Pinhooking) before the item is offered for public sale you will be asked to leave the premises and not return.
- **TACK, MERCHANDISE, TRAILERS, EQUIPMENT, HAY, ETC.** CowboyUp Enterprise, LLC does not guarantee any of the above listed items. It is the sole responsibility of the purchaser to examine items prior to bidding. CowboyUp Enterprise, LLC is not responsible for lost, stolen, or damaged items. Any unclaimed items will be sold at the following sale as property of CowboyUp Enterprise, LLC.
- Children 14 and under must be accompanied by an adult at all times. Any damage done to stockyard, facility, equipment or merchandise by children will be the parents' responsibility to pay for or to pay for replacement of item(s).
- **CAUTION.** By attending one of our auctions, you agree to save and hold harmless and indemnify CowboyUp Enterprise, LLC, it's employees, and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, or legal proceedings arising from any accident that may occur to consignors, spectators, buyers, horses, animals, or equipment for loss of fire, theft, or for injury or death to any human or animal in any way or manner.
- **TERMS OF SALE.** Cash, credit card, or check (IN-STATE ONLY). There is a 4% service fee on all credit card transactions. **Commissions and Fees:** See posted commission and fee schedule for the auction you are attending.
- **ALL SALES ARE FINAL.**

CowboyUp Enterprise, LLC | PO Box 5003 Glen Allen, VA 23060 | www.CowboyUpVa.com

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- A CowboyUp Enterprise, LLC bidder's number is required to make a purchase. You must be at least 18 years of age and have a valid state-issued photo I.D. and phone number to obtain an auction bidder's number. Please show your bidder number card when making purchases and when making payments.
- By registering for a bidder's number, you acknowledge and accept all terms of the sale.
- Terms of sales are cash, credit card, and check (**IN-STATE ONLY**). There is a 4% service fee on all credit card transactions.
- In the event a returned check is issued to CowboyUp Enterprise, LLC a **\$50.00** returned check fee will be placed on the account. If the account is not settled in 5 business days, the account will be submitted for legal proceedings (§18.2-181 issuing bad check larceny).
- **There is no buyer's premium. Commissions and Fees:** See posted commission and fee schedule for the auction you are attending.
- All purchases must be paid for on day of the sale. All items are **SOLD AS IS, WHERE IS** unless otherwise specified by the auctioneer. There is no warranty or expressed guarantee on any items by CowboyUp Enterprise, its staff, or auctioneers.
- In the event of a tie, the auctioneer will open the item back up for bidding between the tied bidders. The bidding will resume between the tied bidders until a highest bid is acknowledged.
- The highest bidder will be deemed the winning bidder. In cases where the reserve is not met the highest bidder will have the first opportunity to take the item at the reserved price.
- No sales are to be conducted outside of the sales ring. All items brought to auction must be offered up for sale through the sale ring. If caught buying or selling outside of the sale ring (Pinhooking) before the item is offered for public sale you will be asked to leave the premises and not return.
- Children 14 and under must be accompanied by an adult at all times. Any damage done to stockyard, facility, equipment or merchandise by children will be the parents' responsibility to pay for or to pay for replacement of item(s).
- Dogs are allowed and must be on a least at ALL TIMES or in a proper kennel. Any dog deemed unruly or disruptive will need to be removed from the grounds. If the owner does not consent, the owner will be asked to leave as well. It is the owner's responsibility to pick up after their animal.
- **NO SMOKING INSIDE THE FACILITIES OR IN THE BARN!!!**
- No open drinking, excessive profanity or fighting. Anyone who is believed to be under the influence of drugs or alcohol, that is disruptive, abusive (verbally or physically), will be asked to leave and not return. Cowboyup Enterprise LLC has the right to refuse service to anyone. This is a family environment and we plan to keep it that way.
- **CAUTION.** By attending one of our auctions, you agree to save and hold harmless and indemnify CowboyUp Enterprise, LLC, it's employees, and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, or legal proceedings arising from any accident that may occur to consignors, spectators, buyers, horses, animals, or equipment for loss of fire, theft, or for injury or death to any human or animal in any way or manner.