

Legend Buttes Horse Sale Terms and Conditions

(All buyers and sellers are bound by the terms and conditions below whether you read them or not)

Sellers:

1. To feature your horse(s) in the catalog you must provide payment, paperwork and pictures and videos by May 13th or you will not be featured in the catalog. Consignors may consign up to 5 horses. Only 2 horses may be prospects or breeding stock only (Not broke to ride or breeding sound only). If they are riding horses, be prepared to ride them on sale day or they will not sell. There will be NO open or loose horse accepted. ALL horses must be consigned to the catalog to sell at CLM.
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. By consigning to the Legend Buttes Sale, the consignor agrees to clearly disclose all known soundness issues, maintenance issues as well as blemishes. Additionally they agree to honestly and accurately describe the horse(s) training, disposition, ect.. Legend Buttes Horse Sale, Crawford Livestock Sale Management or employees such as the auctioneer, do not assume any liability for information that was incorrectly provided to them by the Seller. All guarantees are strictly between Buyers and Sellers. Any seller who does not accurately disclose all known information regarding their horse will be required to be pre-approved to consign, or in serious cases, will not be allowed to consign for an indefinite period of time.
3. ALL Catalog horses (in or out of state) must have current, Negative Coggins (1 year) and Health(30 days). ALL out-of-state horses MUST have current Coggins, Health and brand inspection (please abide by your home state's brand inspection laws). Vet will be on-site for sale day to assess general health of horses.
4. The commission will be 8% of the selling price, or the minimum (\$100), whichever is greater, on all catalog horses. Catalog horses will be charged a non-refundable \$125 Catalog fee, due at consignment. Should the consignor not submit the \$125 at time of consignment, they will NOT be published, advertised or sold.
5. Consignors have the privilege to no-sale their horse(s). If the seller no-sales, the cost will be 8% commission on the final accepted bid.
6. If the consignor wants to sell the horse as REGISTERED, they must supply a copy of the registration papers (front and back) and copy of transfer 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. The \$125 consignment fee is nonrefundable. Should the horse become sick or injured before the catalog is published, a vet release will allow the horse to be withdrawn without jeopardizing the consignor's ability to consign to future sales. There will be no catalog fee refunds. There will be zero substitutes of horses for any reason. ALLEY/PARKING LOT TRADING IS FORBIDDEN.
8. Out of State horses will be required to have a brand inspection or shippers or they can't be unloaded off the trailer. 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 Brand Inspection (Form A). 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 all catalog horses. Special exceptions for defects or existing conditions 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 June 7th. Pre-approval requires a letter from a banker stating you are a member in good standing with fund amount allotted or line of credit. **No approvals will be made on Friday.** Cash: ATM locations in Crawford are: Tailgate Bar & Grill, The Corner Bar, Saddle Rock One Stop and Security First Bank. Any returned checks will be immediately turned over to the Dawes County District Attorney and charges will be filed.
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 in advance (by June 7th). Buying at other salebarns via [cattleusa](http://cattleusa.com) does not count. You must have an account and be approved by CLM. ALL info must be filled out: contact info, personal bankers' number, ect.
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. If you would like a vet check done prior to the sale at your expense, please contact the consignor of the horse you are interested in. Buyers are cautioned to pay close attention to any announcements at time of sale. All announcements take precedence over printed matter. Every effort has been made to assure the correctness of this catalog. The sale management and auctioneer are not responsible for errors or omissions, and assume no liability on their part as to any verbal or written statements regarding horses sold.
4. Crawford Livestock Market Soundness Guarantee applies except as otherwise expressly stated herein or in the block.
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 is sold.
7. ALL Catalog (in or out of state) will have current Coggins (1 year) and Health (30 days). Horses leaving the state will be supplied with a purchase sheet, health & Coggins, and Registration papers (if applicable).
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, unless otherwise arranged. CLM will provide water immediately after sale. Horse quality hay is provided free choice for \$3 per day.
9. Horses must be transported from CLM by Monday at 6 p.m. following the sale.

LIABILITY: Buyers, sellers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk. Under Nebraska Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to sections 25-21, 249, to 25-21, 253. CLM is not liable for accident or injury while on CLM property or during the preview at the Old West Trail Fairgrounds or Crawford City Park. 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 at Crawford Livestock LLC or the Preview at the Old West Trail Fairgrounds. You are attending an equine event at your own risk.

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 consignors. 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 Sale unless otherwise stated from the block or if unsoundness is due to buyer or their haulers negligence. NO EXCEPTIONS. All checks will be held for two days to solidify this policy. If a buyer considers their 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 information:

Horse Sale Representatives:

Robin Scherbarth: (308) 360-3583

Cody Scherbarth: (308) 430-0528

Crawford Livestock Market Office: (308) 665-2220

Official email: legendbutteshorsesale@gmail.com

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: Chad Smith 307-259-9492 or Scott Norgard (308) 665-5401

Approved Equine Transport: Branded A Equine. Tonya Alexander (405) 780-2443

Equine Insurance: Sarah Rattan: +1 (817) 366-6123