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Terms

Eugene Livestock Auction [Horse Auction](#) Terms & Conditions -

THE FOLLOWING APPLIES TO ALL EQUINE. Eugene Livestock Auction (ELA) is the AGENT between the buyer and seller. What is listed in the description of the equine is all that is known by Eugene Livestock Auction. This information is provided by the owner of the horse and any & all guarantees are given BY THE OWNER.

Listings are done as a courtesy and Eugene Livestock Auction makes no guarantees and is not liable for sellers misrepresentation. ****Buyers do your own due diligence.****

No one is allowed to enter into a horse's pen without the seller's permission.

****ALL HORSES SELL "AS IS" UNLESS COVERED UNDER THE ELA SOUNDNESS POLICY.****

The buyer is the responsible party to examine horses carefully before they bid.

****ELA SOUNDNESS POLICY**** Consignments sold under the ELA Soundness Policy will hit the- ground solid on all four feet, will not crib or suck wind and can see clearly out of both eyes. If ELA accepts loose consignments they will sell AS IS. Eugene Horse Auction Management reserves the right to refuse the soundness policy on any consignment they feel necessary. The ELA soundness policy is NOT A VET EXAM and WILL NOT USE A VET EXAM in determining the soundness of a horse sold under the ELA soundness policy. The ELA soundness policy is between buyer and seller only and does not include any other persons. All consignments that are sold with the ELA Soundness policy are covered by the seller until the Monday following the horse auction at 5:00 PM(PST) . Shall any soundness disputes arise, the Eugene Livestock Auction Horse Auction management will be the sole deciding judge. Purchaser must bring the equine in question back to Eugene Livestock Auction before 5pm the Monday following the auction for inspection by Eugene Horse Auction Management. In the event it is determined that the defect was present at the time of sale and not announced, the sale of said equine shall be null and void. If the Eugene Horse Auction management determines the equine, not to have the alleged defect, the sale of said equine is valid and enforceable and purchaser assumes all costs of examination and sale purchase price. In settling disputes, the decision by Eugene Livestock Auction management is final.

All consignments will arrive at the auction with current negative coggins. Consignments will be SOLD with current negative coggins. It is the buyer's responsibility to obtain and pay for a health certificate on any purchase they make to transport from Eugene Livestock Auction if needed. A vet will be on site Friday & Saturday to perform health inspections as requested. You must call the office to arrange for a health inspection.

Payment is due DAY OF AUCTION. Horses can be boarded for up to 5 days after the auction at the buyer's expense. Boarding Fees - \$10 per horse, per day. Any horse not paid for within 5 days of the auction is considered abandoned and will become the property of Eugene Livestock Auction. Buyer remains responsible for the invoice balance due on their purchase(s). If payment is not made Eugene Livestock Auction will mitigate their losses (resell the purchase(s)) and the buyer who abandoned their purchase will be liable for the difference in invoice prices.

All animals are the buyer's responsibility as soon as the auctioneer states they are sold in the ring. Eugene Livestock Auction is NOT RESPONSIBLE for any injury and/or illness after the animal is sold.

We accept cash, credit or debit card (3% surcharge for debit or credit) Arrange all pickup and shipping details with the office.

REGISTRATION & BID NUMBER ACCEPTANCE: By registering and accepting a bid number online, the bidder acknowledges they have read, understand and agrees to be bound by the terms and conditions of Auction posted online in this document.

ONLINE BIDDERS: BIDDERS ARE RESPONSIBLE AND LIABLE FOR ALL BIDS PLACED FROM THEIR ONLINE BIDDING DEVICE. DO NOT LOG INTO YOUR HIBID ACCOUNT IF YOU DO NOT WANT TO BID! Eugene Livestock Auction is NOT responsible for your "accidental bids"! When you register for a bidder number you will be required to provide your credit card number. Your credit card number will be retained and charged for your purchase if payment arrangements are not made by 3pm the day following the horse auction. By clicking the accept button online, you enter into a binding legal agreement with Eugene Livestock Auction. Eugene Livestock Auction is providing Internet online bidding as a service to Bidder. Bidder acknowledges and understands that internet and/or phone service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against Eugene Livestock Auction or anyone else if their Internet service fails to work correctly before or during the auction. MAKE SURE YOU ARE IN THE LIVE AUCTION WHILE BIDDING LIVE. THE CATALOG WILL NOT UPDATE WITH THE LIVE AUCTION. IF YOU HAVE SLOW INTERNET OR PHONE SERVICE PLEASE UTILIZE THE MAX BID FEATURE. If you do not have high speed internet or phone service your bids may be missed. If you have a slow internet connection or poor cell phone reception bidding live may not be the best option for you. We suggest using the max bid feature. The program will bid for you at current bid increments against other internet and/or floor bidders. It will not automatically jump to your max bid unless a bidder has entered a bid close to or higher than yours. The program will bid for you when you are unable due to internet/phone service.

*****AUDIO AND VIDEO ARE FOR ENTERTAINMENT PURPOSES ONLY!!!! THEY ARE NOT GUARANTEED TO BE AVAILABLE. WATCH YOUR SCREEN FOR THE CURRENT BID. AUDIO HAS A SLIGHT DELAY AND SHOULD NOT BE USED TO BID. WATCH YOUR SCREEN!*****



MINIMUM BID INCREMENTS:

Pre-Bid Increment is \$100.00

GENERAL TERMS OF AUCTION: It is the bidder's responsibility to preview and inspect the items prior to bidding/buying and determine the condition of the item they are bidding on. All articles of merchandise are offered "As Is, Where Is" by lot, individually or in groups as described in the online catalog. Unless covered under the ELA soundness policy. Multiple photos have been posted of each lot, in order to show the most accurate condition. Any blemishes have been photographed and posted to the best of our knowledge. No claim will be considered for allowance adjustment or rescission of any sale based upon the failure of the property to correspond to any particular standards or expectations of the buyer. It is important that the buyer avail themselves of the inspection periods. All items sold "AS IS" unless otherwise noted in their description. "AS IS" meaning the bidder is responsible for due diligence in inspecting all items. Eugene Livestock Auction will pass on any information, good or bad, that the seller gives to us in describing the items. However, it is up to the buyer to determine the condition of the item they are bidding on. All sales are final. When a bidder is awarded the winning bid on an item, that bidder instantly becomes the new owner of that item and is completely responsible for that item. EUGENE LIVESTOCK AUCTION RESERVES THE RIGHT TO WITHDRAW OR RE-CATALOG ITEMS IN THIS AUCTION.

PAYMENT: Payment in full is due before items are picked up. Purchases cannot be removed from the auction site until paid for in full. There is an additional 3% fee to use any card. Payments accepted are credit/debit card and cash.

CREDIT CARD PURCHASES: An additional 3% processing fee will be charged for all card payments. We accept: Visa, Master Card and Discover.

REMOVAL OF ITEMS/SHIPPING & HOLD HARMLESS: The buyer is solely responsible for removal and shipping of their own purchases.

HOLD HARMLESS: The purchaser hereby agrees to indemnify and hold harmless Eugene Livestock Auction and the seller, against any and all liability, loss, costs, damages and other expenses arising from loading out of items by Eugene Livestock Auction on the purchaser's behalf. All lots must be removed within the times noted in these terms and conditions.

No one is allowed to enter into a horse's pen without the seller's permission. The Eugene Livestock Auction is an equine facility and all actions and activities are subject to the Equine Inherent Law. By your presence on these grounds, you have indicated that you have accepted the limits of liability resulting from inherent risk of equine activities.

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 Oregon. 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. Eugene Livestock Auction/Eugene Horse Auction 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 Horse Sale.

PRIVACY POLICY - This privacy policy sets out how Eugene Livestock Auction, Inc. ("Eugene Horse Auction") uses and protects any information that you provide to Eugene Horse Auction. Eugene Horse Auction is devoted to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when accessing your account information, you can be assured that such information will only be used in accordance with this privacy statement. Eugene Horse Auction has a firm policy of protecting the confidentiality and security of information that we collect from our buyers and sellers. We do not share your non-public personal information with unaffiliated third parties. Information is only shared with your consent except for the specific purposes below, in accordance with all applicable laws. Please read this policy carefully. It gives you important information about how we handle your personal information. Eugene Horse Auction reserves the right to change this policy at any time.

USE OF INFORMATION - We limit the collection and use of non-public personal information to the minimum we believe is necessary to deliver superior service to you.

WHAT WE COLLECT - We obtain most non-public personal information directly from you or your agents whether in person, by telephone or electronically. We may obtain the following information:

- First name, last name and job title (including home address, email address, business address, telephone numbers. Contact information including home telephone numbers and business.)
- Accounts with us and transactions and interactions by us, with us or through us.

DISCLOSURE - We do not disclose any kind of non-public personal information about our buyers or sellers to anyone, except when we believe it necessary for the conduct of our business, or where disclosure is required by law. Except in those specific, limited situations, without your consent, we will not make any disclosures of non-public personal information to anyone.

WHAT WE DO WITH THE INFORMATION WE GATHER - We require this information to understand your needs and provide you with better service, following reasons and in particular for the -

- Internal record keeping
- We send emails about our upcoming auctions or alerts on the most current auction.
- From time to time, we may also use your information to contact you for general account information. We may contact you by email, phone, or mail.
- We may use the information to customize our website to provide better service to you

SECURITY - We are committed to ensuring that your information is secure. (Details of this security would come from Spectrum - the auction site, since it is their server/service).

CONTROLLING YOUR PERSONAL INFORMATION - We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

Eugene Livestock Auction reserves the right to refuse service to anyone for any reason at any time.

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