

**2021 NJ PAYMENT AUTHORIZATION
IN ORDER FOR YOUR BIDDER APPLICATION TO BE PROCESSED,
YOU MUST COMPLETE THIS FORM.**

The card information submitted will be kept on file and processed at the conclusion of the auction in the case of a winning bid. No refunds will be processed. A 3.5% service charge will be applied to all credit and debit card transactions.

Please note: The mustangs offered in this auction have approximately 120 days of training. Prior to the auction, we encourage you to contact the trainer of any horse you may be interested in bidding on. Mustang Heritage Foundation (MHF) will provide a transportation reimbursement of up to \$250 to offset expenses. Please see the Terms and Conditions below and contact MHF with any questions about this transportation reimbursement.

TERMS AND CONDITIONS

NO REFUNDS, CREDITS, OR EXCHANGES WILL BE ISSUED FOR EXTREME MUSTANG MAKEOVER PURCHASES. THIS PURCHASE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY, THE FOLLOWING CONDITIONS OF PURCHASE:

- 1. APPLICABLE LAW:** All horses in this auction are offered according to the laws of the federal government for the purchase of a wild horse. The right to bid, as provided under law, is reserved for all approved buyers with bidder numbers/accounts provided by the Mustang Heritage Foundation and Champion Horse Sales.
- 2. NO WARRANTY IS EXPRESSED OR IMPLIED BY THE AUCTIONEERS, MUSTANG HERITAGE FOUNDATION, CHAMPION HORSE SALES OR TRAINERS, AS TO THE PERFORMING SOUNDNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS AUCTION. ALL HORSES ARE PURCHASED "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS EXCEPT AS SET FORTH IN THE CONDITIONS BELOW.**
- 3. BIDDING PROCEDURE:** Should any dispute arise between or among two or more bidders, MHF, or Champion Horse Sales staff shall forthwith adjudicate the dispute, and their decision shall be absolute, final and binding on all parties. MHF/ Champion Horse Sales are not responsible for any technical issues or internet complications that may result in slowed internet connection.
- 4. POSSESSION\DELIVERY:** Possession passes to purchaser at fall of the hammer. All risk of injury to the horse becomes purchaser's risk at the fall of the hammer. Horse(s) will be held for purchaser by the trainer until purchaser makes settlement as provided in CONDITION SIX below. Upon settlement by the buyer, it is the responsibility of the buyer and trainer to communicate and coordinate transportation of the mustang. Mustang Heritage Foundation and Champion Horse Sales are not responsible for coordinating the transportation of the mustang. MHF will provide a transportation reimbursement of up to \$250 to offset expenses in shipping horses to their new owners. The reimbursement is limited to \$250 per horse and is payable to either the seller or the purchaser depending upon who bears the expense of the shipment. Reimbursement(s) must be requested by submission of a written request to admin@mustangheritagefoundation.org with supporting receipt or proof of expense, and mailing address that reimbursement check should be mailed. The deadline for reimbursement requests is Wednesday, December 15, 2021. Reimbursements will be issued the week following the reimbursement request deadline.

5. TERMS FOR SETTLEMENT: Mustang Heritage Foundation will process the buyer's credit card on file at the conclusion of the auction via Champion Horse Sales. A valid credit card is required at time of application. All purchases are final, there will be no refunds, credits, or exchanges issued in regards to the purchase of a mustang from the Extreme Mustang Makeover event.

6. DEFAULTERS: SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS FIFTH ABOVE, THE MUSTANG HERITAGE FOUNDATION AND CHAMPION HORSE SALES MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE AGAINST THE DEFAULTING BUYER, INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE. In any such case, the defaulter shall be liable for any deficit in his account after charging to his account all costs of maintenance and re-adoption, including, but not limited to, service charges, attorney fees, costs of litigation, and damages available to the Mustang Heritage Foundation and Champion Horse Sales by law.

7. WARRANTIES AS TO DESCRIPTION: UNLESS OTHERWISE ANNOUNCED THERE IS NO REPRESENTATION OR WARRANTY AS TO THE QUALITIES OF ANY HORSE DESCRIBED AT TIME OF PURCHASE. Caution: Everyone participating in this auction agrees to save and hold harmless indemnity the Mustang Heritage Foundation, Champion Horse Sales and Bureau of Land Management, its owners and employees, auctioneers, announcers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, or legal proceedings arising from any accident that may occur to horses, equipment, or for loss by fire, theft or for injury or death to any human or animal in any way or manner.

8. WARRANTIES AS TO SOUNDNESS: UNLESS EXPRESSLY ANNOUNCED BY OFFICIAL PUBLICATION OF THE MUSTANG HERITAGE FOUNDATION, OR AS HEREINAFTER PROVIDED, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE IN THIS AUCTION. BUYER AGREES TO HOLD MUSTANG HERITAGE FOUNDATION OR CHAMPION HORSE SALES OWNERS AND EMPLOYEES HARMLESS FOR ANY LOSS INCURRED BY PURCHASER, OR ANY THIRD PARTY AS A RESULT OF (A) AUCTION SITE'S FAILURE TO MAKE SUCH ANNOUNCEMENT OR (B) INCORRECT ANNOUNCEMENTS MADE BY AUCTION SITE.

**IN ORDER FOR YOUR BIDDER APPLICATION TO BE PROCESSED, YOU MUST COMPLETE THIS EXTREME MUSTANG MAKEOVER CREDIT CARD AUTHORIZATION FORM ON THE FOLLOWING PAGE AND EMAIL THE COMPLETED SIGNED FORM TO:
champion@championhorsesales.com.**

The information collected will be retained confidentially and will not be given or sold to any third party.

In order for your bidder application to be processed, you must complete this form on the following pages.

CREDIT CARD AUTHORIZATION

You authorize a single (1) charge to your credit card. In the case of a winning bid, this card will be processed at the conclusion of the auction. A 3.5% service charge will be applied to all credit and debit transactions. A receipt for each payment will be provided to you. You agree that no prior notification will be provided prior to the credit card being charged.

I, _____ (Bidder), authorize Champion Horse Sales to charge my Credit Card.

BILLING INFORMATION

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

PAYMENT INFORMATION

Card Type: Mastercard | VISA | Discover | AMEX | Other _____

Card Number (#): _____

Expiration: _____ (mm/yy) CVV: _____ Cardholder ZIP: _____

CUSTOMER SIGNATURE: _____ **Date:** _____

Printed Name: _____

APPLICATION WILL NOT BE ACCEPTED WITHOUT CHECKING BELOW AND AGREEING TO COMPLY WITH MUSTANG HERITAGE FOUNDATION - AUCTION AGREEMENT:

By checking here, I certify that I agree and understand that this auction will be conducted in accordance with, and all acts of interested parties and/or claims by them shall be governed by, the Extreme Mustang Makeover Auction by Competitive Bid Terms and Conditions listed in this application. I understand that Champion Horse Sales will conduct and manage all payment processing as listed in this application.

CHECK HERE TO COMPLY WITH ALL EXTREME MUSTANG MAKEOVER AUCTION TERMS/CONDITIONS

By checking here, I certify that I will provide humane care for such animals and will not sell or transfer ownership of any such animals that I purchase to any person or organization that intends to resell, trade, or give away such animals for processing into commercial products. I also understand that it is a crime for any person to knowingly and willfully make false, fictitious or fraudulent statements or representations as to any matter when completing a sales agreement.

**PLEASE EMAIL THE COMPLETED SIGNED FORM TO
champion@championhorsesales.com**