

TERMS AND CONDITIONS

1. We strongly urge buyers to thoroughly examine the horses that interest them. All sales are absolute and final.
2. There is no warranty, express or implied by the owner of the horse or the consignor of any horse as to the soundness, condition, merchantability or fitness for any particular purchase of any horse offered in this sale. ALL HORSES SOLD "AS IS" WITH EXISTING CONDITIONS AND DEFECTS EXCEPT AS EXPRESSLY ANNOUNCED FROM THE AUCTION STAND OR AS EXPRESSLY PROVIDED HEREIN.
3. TERMS OF SALE ARE CASH. Buyers paying with a check must have a current letter of credit from their bank. (No Exceptions!)
4. Title to and risk of loss passes to buyer when the animal is announced "sold" by the auctioneer. Effective from the time of purchase the buyer assumes responsibility for the maintenance and care of the animal and agrees to care for such animal in accordance with approved husbandry practice. The buyer further agrees to indemnify and hold Dale Kling's Breeders Classic Bucking Horse & Bull Sale, Four Bears Casino/Lodge & Event Center, and Sitting Bull Livestock and its managers harmless from all loss, cost and expenses arising from the illness, injury or death of persons caused by the buyer, the buyer's agents, or employees or by the animal subsequent to the time of purchase. **Livestock insurance must be provided by the owner** in whatever amount is deemed appropriate.
5. The sale management, auctioneers, and employees act as agents for the seller, but assume no liability for either buyer or seller. Any representations made by the sale management are made on behalf of the seller.
6. 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/she sees fit is reserved by the auctioneer, and that decision shall be final. The auctioneer reserves the right to reject any/or all bids.
7. The right to bid is reserved for all sellers in this sale unless otherwise announced.
8. All horses have been required to have a current negative Coggins report. Health certificates for transportation purpose will be issued on sale day upon request.
9. All persons who attend the sale do so at their own risk and Dale Kling's Breeders Classic Bucking Horse & Bull Sale and Four Bears Casino/Lodge & Event Center and its managers assume no liability for any accident or for loss by fire, theft, or injury in any manner. Buyers and spectators are cautioned to be careful while on the grounds and particularly while horses and bulls are being shown and sold in/by the arena.
10. The auctioneer and sale manager will decline any bid made by parties who have defaulted in former purchases, or by persons who, in his/her judgment, are not responsible bidders.
11. Purchasers who fail in any respect whatsoever to pay for horses shall be declared in default. Any horse purchased by a defaulter may be resold at public or private sale without notice for purchasers account, cost of such sale to be borne by defaulter. Should such resale fail to satisfy the defaulter's account in full, defaulter shall pay forthwith to Dale Kling's Breeders Classic Bucking Horse & Bull Sale the amount owing, failing which, the undersigned may bring suit against defaulter. **THE PURCHASER SHALL BE RESPONSIBLE FOR ALL COSTS, INCLUDING ATTORNEY'S FEES, INCURRED BY DALE KLING'S BREEDERS CLASSIC BUCKING HORSE & BULL SALE, IN COLLECTION OF AMOUNTS OWING FOR HORSES PURCHASED, OR IN ENFORCEMENT OR INTERPRETATION OF THIS CONDITION OF SALE.**
12. If any person shall purchase a lot and not pay for it as prescribed above, nothing shall prevent the auctioneer or the owner from compelling the purchaser to pay for it if the auctioneer or seller deem fit.
13. **THE ACCURACY OF ALL INFORMATION OF THE CATALOG PAGE(S) IS THE SOLE RESPONSIBILITY OF THE CONSIGNOR.** Consignor shall have the affirmative duty to examine the horses he/she consigned, prior to sale and report any inaccuracies to Dale Kling's Breeders Classic Bucking Horse & Bull Sale, so that an appropriate announcement can be made at the time of sale.
14. **ANY DEFAULTED OR RETURNED CHECKS WILL BE LISTED IN THE NEXT CATALOG.**