

READ SALE CONDITIONS

Online Terms:

1. Online Buyers Premium of 3% will be added to the purchase price.
2. Bidder must contact their bank directly and request an irrevocable letter of credit equal to or greater than the amount they intend to bid. The irrevocable letter of credit must be mailed to the office of Haythorn Land & Cattle Co., and received by August 31, 2010. NO photocopies or faxed copies are acceptable. Purchases made through online bidding must wire payment in full no later than 10 a.m. MDT Tuesday, September 7, 2010.
3. Customers bidding online MUST be pre-registered and approved with an irrevocable letter of credit by Tuesday, August 31, 2010.
4. All General Terms also apply.

General Terms:

1. BIDDING: Each animal will be sold to the highest bidder without reserve. The Auctioneer reserves the right to reject any and all bids.
2. BIDDING DISPUTES: The Auctioneer in charge will settle any disputes as to bids, and the Auctioneer's decision on such matters shall be final. The auction company shall not be held responsible for any "missed" bids or bids unseen by the auctioneer.
3. TERMS: Terms of the sale are cash, credit/debit card, or acceptable check to the clerk at the conclusion of the auction. All settlements are to be made in U.S. currency and payable to Haythorn Land & Cattle Co., date-of-birth and driver's license number is required. First time buyers must contact their bank directly and request an irrevocable letter of credit or complete the "Request to purchase by check" form provided below that is *equal to* or *greater* than the amount they intend to bid. The irrevocable letter of credit and/or request to purchase by check form must be mailed to the office of Haythorn Land & Cattle Co., and received by September 3, 2010. NO photocopies or faxed copies are acceptable. Payment made by credit/debit card will be charged a 5% office handling fee above and beyond purchase price (No Corporate or Rewards cards will be accepted). State Sales Tax of 5.5% will be charged or a Nebraska Sales & Use Tax Exemption Certificate form (13AG) must be filled out. (To qualify for this sales tax exemption, all property listed on this certificate must be purchased on or after January 1, 1993, and must be agricultural equipment used in commercial agriculture.) For example, if an online bidder purchases a horse with a credit or debit card and does NOT sign the Nebraska Sales & Use Tax Exemption Certificate form, a 13.5% total fee will be added to the purchase price, (3% online buyer fee, 5% office service fee, and 5.5% state sales tax).
4. CERTIFICATE OF REGISTRY: A Certificate of Registration will be furnished, and transferred to the buyer. Give full name, address and AQHA membership number to the secretary when making payment so the certificate of registry will be transferred properly. Buyers who are AQHA members will pay the \$15.00 transfer fee when settling for the horse. For non-AQHA members the transfer fee is \$55.00. Registration papers and corresponding transfer certificates will be sent directly to the AQHA office in Amarillo when checks have cleared the bank.
5. HEALTH: All animals are eligible for interstate shipment. Interstate health certificates will be furnished for each animal leaving Nebraska. The horses will be tested for Equine Infectious Anemia, and should be ready for

shipment. Each buyer should check with the buyer's state veterinarian regarding regulations in the buyer's state. For any questions please call Ron Moorhead, DVM in Ogallala @308-284-2182.

6. ANNOUNCEMENTS: Any changes regarding information of any kind in this sale catalog will be announced from the auction box, and such announcements shall take precedence. Every effort has been made to insure the correctness of the catalog and in most cases information quoted concerning the horses is taken from the official AQHA records. However, sales management and the auctioneer will not assume nor accept any responsibility for errors or omissions. Any known blemishes or defects will be called before the bidding begins. Comments on the sale day will hold preference over any comments made in the catalog. The sale management and auctioneer and employees act as agents for the seller, but assume no liability for either buyer or seller.

7. POSSESSION: Immediately after the animal is sold, it will be the sole risk and responsibility of the buyer thereof, but possession cannot be obtained by the buyer until payment is made. Buyers must make arrangements with Haythorn Land & Cattle Co. for care of stock until removed. Insurance is required on any horse boarded at Haythorn Land & Cattle Co after September 3, 2006. A boarding fee may apply.

8. LIABILITIES: 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 this act.

9. CONTRACT: The above terms shall constitute a contract between the buyer and the seller of each animal sold.

10. TRANSPORTATION: Please inquire for a list of available companies. The buyer is responsible for all shipping arrangements. Haythorn Land & Cattle Co will not be responsible for transportation, making arrangements for transportation, or any fees or charges the buyer incurs with transportation. Buyer must give a 24 hour notice before picking up horses boarded after auction day.

11. LAW GOVERNING: The terms and conditions covering the sale shall be governed by and construed under the laws of the State of Nebraska. Keith County, Nebraska is designated as the place of venue for resolution of any disputes. The purchaser agrees to pay all reasonable attorney fees and costs incurred by the auction company in the collection of funds. The purchaser also agrees that a fee of 2% per month be added to the balance of any unpaid balance due the auction company and any other costs or losses incurred by the purchaser's failure to adhere to these terms.

THE HAYTHORN FAMILY HAS ALWAYS STOOD BEHIND THEIR HORSES. WE GUARANTEE THEY CAN AND WILL PERFORM AS WE HAVE REPRESENTED THEM. ANY DISSATISFIED BUYER MUST CALL WITHIN 7 DAYS OF THE SALE DATE UPON WHICH FAIR RESOLUTION WILL OCCUR. AFTER 7 DAYS WE WILL NOT ACCEPT CALLS REGARDING DISSATISFACTION.

NOTICE TO ALL BUYERS

New buyers or buyers who have not purchased previously must have buyer verification before purchasing. Buyers must provide an irrevocable letter of credit or a request to purchase by check form *equal to or greater than* the amount they intend to bid and that guarantees payment to Haythorn Land & Cattle Co.

On-Line Bidders – letter must be received by Haythorn Land & Cattle Co. no later than August 31, 2010

Bidders Present at Sale – letter/form must be received by the sale office no later than September 3, 2010

MASTERCARD & VISA will be accepted

5% office processing fee will be added to all purchases

REQUEST TO PURCHASE BY CHECK

This form must be completed in full and notarized.

Date: _____ Expires: _____
As Bank Officer I Guarantee _____ available for
payment to Haythorn Land & Cattle Co. for the
purchase of horses.

Applicant Name _____

Date of Birth: _____

Driver's License #: _____ State Issued: _____

Address _____

City, State, Zip _____

Social Security Number _____

Business Name _____

Trainer/Agent Name _____

The Credit Applicant named and signed below, has had
an account with this bank for _____ years and
conducts business in a manner so that I can guarantee
\$ _____ for the purchase of horses at
Haythorn Land & Cattle Co. Sales.

Signature of Bank Officer _____

Bank Officer Name & Title _____

Name of Bank _____

Address of Bank _____

Bank Phone _____

Signature of Credit Applicant _____

Subscribed & sworn to me on this ___ day of ____, __

NOTARY PUBLIC _____

City _____ County _____

My Commission Expires: _____

**No Phone Orders will be accepted unless
Buyer is Pre-Registered**

**3% will be added for all horses purchased
via internet**