



MINNESOTA QUARTER HORSE RACING ASSOCIATION

## Minnesota Quarter Horse Racing Association 2019 Online Stallion Service Auction Conditions

Please review the terms and conditions for this sale, listed below, as owners (both stallion and mare) are bound by these terms and conditions. Contact Jen Perkins at [Jennifer\\_n\\_perkins@hotmail.com](mailto:Jennifer_n_perkins@hotmail.com) or at 503-347-3428 with questions. All proceeds will go to benefit, promote and further the economic stability of the Quarter Horse racing industry in Minnesota as well as the Minnesota Stallion Breeders' Futurity.

1. Terms of the stallion service agreement are issued by the owner or manager of the farm where the stallion stands. MQHRA has no involvement in the terms or conditions of the stallion service agreement. MQHRA merely provides the stallion service for auction without any further liability.
2. MQHRA urges bidders to become familiar with the stallion service contract, shipping and or collection fees, terms and expenses involved with the stallion services on which they bid. All stallion services are sold in concurrence with the conditions and procedures of the farm at which the stallion stands. MQHRA does not make arrangements for any cooled semen. If cooled semen is used, it is the responsibility of the bidder to make arrangements and they will be responsible for any additional expense.
3. The winning bidder agrees to abide by the terms of the stallion owner's stallion service contract. The MQHRA does not assume liability for any disputes that may arise between the bidder and the stallion owner.
4. The donator of the stallion service may require special conditions of sale (such as minimum bid, mare requirements, ect.) those conditions will be listed with each stallion as needed.
5. Stallion services shall be advertised in auction advertisements and shall be described in the online catalog with the appropriate information on the farm, horse and conditions of the sale.
6. A bidder may bid on any number of stallion services.
7. Bid closing time will be listed online with the stallion listings. The remaining time left to bid will be posted on the stallion information page and must be updated by refreshing the page. Bids received after the stated closing time will not be accepted. MQHRA assumes no liability for any technical malfunction of the online bidding process.
8. The minimum bid for the stallion service is stated on the stallion information page. Bid increase increments are listed online with the stallion listings. All bidders will be notified of their underbid via email (we strongly suggest you check your bids regularly in case you miss the email for any reason) and given the opportunity to increase their bid, if remaining auction time permits.
9. The MQHRA reserves the right to disqualify any bid placed by a bidder who has in the past failed to promptly pay any bill issued by the Association.
10. Payments for stallion services purchased are due at the conclusion of the online auction. Payments can be made using PayPal, check, or cashier's check.
11. If payment is not received in full within ten (10) days, MQHRA may, at its discretion, sell the stallion service to the next highest bidder, relist the stallion service or exercise any action necessary to collect moneys due. A bid is a binding agreement to pay.
12. Upon receipt of payment, MQHRA will provide the winning bidder with their copy of the stallion service contract and notify the stallion owner/manager that account has been paid in full and gives full consent for the mare to be bred.
13. A live foal guarantee may or may not be offered by the stallion donator, please check the stallion listing for guarantee information.
14. Stallion services sold are for the 2019 breeding season only. If advertised as Live Foal Guarantee, guarantee will be only to the extent of one (1) return in the following year with the same mare, or a substitute mare acceptable to the stallion owner, in case of death or veterinary certified breeding unsoundness if applicable. No-guarantee seasons do not apply. Check stallion information carefully for guarantee.
15. If the mare being bred is found not have a live foal from the first breeding season of a guaranteed live foal, and the stallion dies, is sold or is moved and the stallion owner does not opt to honor the return breeding, the mare owner may request a credit of the amount paid for the breeding to be applied to the next stallion service auction.
16. A foal resulting from a rebreeding off of a live foal guarantee will only be eligible for the Minnesota Stallion Breeders Futurity in subsequent years if the stallion maintains eligibility.
17. The MQHRA reserves the right to disqualify any bid if payment check is returned due to insufficient funds, closed account, etc. The person making payment will have the opportunity to make the payment good, but must do so immediately by remittance of cashier's check for the full amount owed plus applicable service fees.

REV 11/18