

## **2012 MBRA Futurity Online Stallion Service Auction Terms & Conditions**

*This is your opportunity to purchase a breeding at a discounted price and at the same time help promote the MBRA Futurity & Maturity Breeder's Incentive.*

**The auction shall be governed by the following terms and conditions:**

All bidding shall be done online through our auction site on [www.mbra.us](http://www.mbra.us) .

The minimum bid shall be \$300 and will increase in \$25 increments.

The stallion service fees being offered are for the 2012 breeding season. Contact the stallion owner for additional information.

You must be at least 18 years of age to bid in this Auction.

Mare Owner is responsible for ALL booking, collection, container, and shipping fees unless otherwise noted in stallion owner's contract. For complete and detailed information on any ancillary costs associated with breeding to each stallion, call the phone number listed on each stallion's page before you place your bid. Deposits for shipping, collecting, containers or mare care are usually required by stallion managers prior to breeding your mare. Please note that any such fees associated with the purchase of any of the donated breedings are the responsibility of the mare owner.

Bids made on the stallion service fee shall be made by online auction bid ONLY. Bidders may place maximum bids by email to [mbrastallionauction@yahoo.com](mailto:mbrastallionauction@yahoo.com) .

Bidding opens February 1st, 2012 - Closing February 29th at 8:00pm (CST – Central Standard Time).

Bids are binding offers and cannot be withdrawn.

The winner shall be the holder of the highest bid through our bidding system. Payment MUST BE RECEIVED in our office no later than March 9, 2012 either via check or Paypal Payment. Payment not received as noted will forfeit the bid, and the next highest bidder shall be the winner. You may pay for your bid with Paypal, or via check. Returned checks will be charged a \$50 fee. There is a 5% fee for all PayPal payments.

The buyer agrees to pay to the stallion owner any other expenses associated with breeding his/her mare such as booking fees, per day mare care, collection, shipment of semen, and/or any veterinary expenses, etc. The buyer will contract with the stallion owner for all mare care costs and all veterinary expenses incurred during breeding. Winning bidder must sign the stallion owner's contract upon request from the stallion owner. If there is any question regarding these fees, it is the responsibility of the bidder to contact the stallion owner /agent PRIOR to bidding, MBRA Futurity is not responsible for any costs incurred after the end of the stallion service auction.

Inability to impregnate a mare is not a reason for the refunding of money.

Frozen semen offered through the auction carries NO guarantees and NO refunds are available.

Mare Owner shall assume all responsibility for the condition of the mare, and the facilitation of the reproductive process for the mare and shall bear all risk of loss financial or otherwise including, but not limited to damage to the mare and/or foal, whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and therefore agrees to hold Stallion Owner, or its agents, or employees, or MBRA Stallion Service Auction harmless for any and all damages associated therewith.

The buyer agrees that his/her mare must meet the stallion owner's approval and that his/her mare will conform to all health requirements of the stallion owner. IT IS THE MARE OWNER'S RESPONSIBILITY TO CONTACT THE STALLION OWNER BEFORE BIDDING, FOR THE STALLION OWNERS' APPROVAL. If highest bidder does not meet stallion owner's requirements, the next highest bidder will win.

THE WINNING BIDDER AGREES TO ABIDE BY THE TERMS OF THE STALLION OWNER CONTRACT FOR THAT STALLION.

The bidder agrees and acknowledges that he/she fully realizes that there is a possible danger of injury or death involved in the breeding of horses and the attendant care of the mare. Bidder voluntarily assumes all risk of accident, injury or death to said mare and specifically releases MBRA Futurity, the officers, members, employees, and agents from all liability for any and all injury or disability suffered by or sickness or death of the mare or foal from any cause whatsoever, and specifically waives any and all claims resulting from such injury, disability, illness, or death.

Bidders specifically acknowledge and understand that the MBRA Futurity makes no warranties either expressed, implied or by any other means of interpretation in connection with this agreement. IT IS EXPRESSLY UNDERSTOOD BY THE BUYER THAT MBRA Futurity IS ACTING AS NOTHING MORE THAN A SELLING AGENT OF THE STALLION OWNER, AND THE STALLION OWNER IN TURN HAS AGREED TO CONTRIBUTE THE PURCHASE PRICE OF THE STALLION SERVICE FEE TO THE ACTIVITIES OF MBRA Futurity (IN U.S, FUNDS).

By submitting a bid Bidder acknowledges that he/she has read and fully understands the terms of this auction.

Bidders are urged to contact stallion owner and to become familiar with the breeding contract, terms and expenses involved with the stallion services on which they bid. All guarantees are between the individual stallion owner and the purchaser

---

BIDDER'S NAME	PHONE	Email
---------------	-------	-------

---

STREET ADDRESS	CITY, STATE ZIP CODE
----------------	----------------------

---

BIDDER SIGNATURE DATE

THIS FORM MUST BE RECEIVED FOR BID TO BE PLACED.

Email: Sue Craig at [mbrastallionauction@yahoo.com](mailto:mbrastallionauction@yahoo.com)

Phone: (763) 234-5168