



BUYER'S AGREEMENT

This Buyer's Agreement (hereafter "Agreement") is entered into by and between __, whose address is _____, (hereafter "Buyer") and Turner Performance Horse, LLC (hereafter "Auction") and, in consideration of the mutual promises set forth below and other good and valuable consideration, Buyer may participate in, bid on and purchase horses presented in the League of Legends Invitational Horse Sale to be held on or about _____ (enter date) (hereafter "Sale") at _____, Montana (hereafter "Sale Grounds") subject to the terms and conditions set forth below.

1. **BUYER REGISTRATION/PRE-SALE PURCHASE ARRANGEMENTS.** Buyer must provide Auction with this completed and signed Agreement, along with a legible copy of Buyer's driver's license, and Buyer must complete the attached Funds Approval Form which must be signed by Buyer's bank or Buyer must provide a Letter of Credit from Buyer's bank. If Buyer will be bidding over the phone, Buyer must also complete a Phone Bidding Form which can be found on Auction's website at www.turnerperformancehorses.com. This Agreement, Buyer's driver's license, the completed Funds Approval Form and, if applicable, the Phone Bidding Form, must be received by Auction at least 3 days prior to the Sale. If Buyer's bank is sending a Letter of Credit directly to Auction it may be emailed to Auction at TPHorse1@gmail.com at least 3 days prior to Sale. Auction, in its sole and absolute discretion, **RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BUYER APPLICATION FOR THIS SALE.** Foreign/non-U.S. buyers are welcome and must complete the above-referenced forms and provide Auction with a valid government-issued identification.
2. **BIDDING/BUYER'S FEES.** There are no additional charges for online/internet bidding. There is no state sales tax on horses purchased. A **CONVENIENCE FEE OF 3% WILL BE CHARGED FOR ALL ONLINE/INTERNET PURCHASES. NON-U.S. BUYERS SHALL PAY A 3% SURCHARGE IN ADDITION TO THE PURCHASE PRICE. ADDITIONAL BUYER'S FEES INCLUDE, BUT ARE NOT LIMITED TO: BRAND INSPECTION; HEALTH CERTIFICATE IF HORSE IS LEAVING STATE OF MONTANA; STALLS AT \$45.00/NIGHT (INCLUDES FEED AND WATER).**
3. **ACCOUNT SETTLEMENT.** Buyer's account must be paid in full within one (1) hour of the conclusion of the final Sale session for all horses purchased. Buyer will not be permitted to remove any horses from the Sale Grounds until Buyer's account is settled and paid in full. **ALL PAYMENTS MUST BE MADE DIRECTLY TO AUCTION'S SALE CASHIER AND NOT TO ANY HORSE OWNER/SELLER, UNDER ANY CIRCUMSTANCE.** All funds must be in United States currency and drawn on U.S. banks only. Methods of payment accepted are listed below:
 - Cash
 - Personal Check with funds approval
 - U.S. Bank Drawn Approved Check
 - U.S. Cashier's check
 - U.S. Bank money order
 - Wire Transfer

NO CREDIT CARD ACCEPTED.

4. **BUYER DUE DILIGENCE. BUYER IS ENCOURAGED TO PRE-INSPECT ANY HORSE(S) BUYER IS INTERESTED IN BIDDING ON OR PURCHASING.** Buyer, at Buyer's expense, has the option to have a veterinary examination performed on any horse prior to that horse entering the auction arena. It is Buyer's responsibility to obtain each horse's owner's permission prior to any such examination. All horses consigned to this sale are offered in accordance with the laws of the State of Montana. There is no warranty, express or implied, by Auction or any of Auction's staff, members, volunteers, employees and/or contractors as to the soundness, condition, merchantability, or fitness for a particular purpose of any horse offered in the Sale. Buyer is encouraged to inspect, ride and/or have a veterinary examination done on any horse Buyer is interested in bidding on. By bidding on any horse(s), Buyer shall be deemed satisfied with said horse(s) and any inspection and/or examination that Buyer deems desirable or necessary. Buyer is encouraged to take advantage of the previews and pre-inspect horses prior to purchasing, as title passes to Buyer when horse leaves the ring if Buyer is the high-bidder. **ALL HORSES ARE SOLD "AS IS" AND "WHERE IS."** Any guarantees/warranties announced on behalf of the owner/seller from the auction block are strictly between said owner/seller and Buyer.
5. **ASSUMPTION OF RISK/RELEASE OF LIABILITY.** Buyer assumes all risks and liability for attending the Sale, bidding on horses presented in the Sale, being present on, at or near the Sale Grounds and/or for participating in any equine activities on, at or near the Sale Grounds. Buyers, bidders, owners and/or spectators are advised to use extreme caution while on the Sale Grounds and when around any horses, particularly while horses are being presented in the sale arena. All persons attending this sale do so at their own risk. Buyer agrees that Turner Performance Horses, LLC, Chad Turner and Paje Turner, the former, current and future owners and lessors of the Sale Grounds, the affiliates, owners, members, managers, stockholders, directors, officers, employees, contractors, insurers, representatives and agents of each of the foregoing, and the heirs, executors, administrators, personal representatives, successors and assigns of each of the foregoing (hereafter the "Released Parties"), shall not be liable in any way whatsoever for any loss, accident, death or injury to Buyer or Buyer's property. In further consideration of purchasing at this sale, Buyer releases and covenants not to sue the Released Parties with respect to any and all losses, damages, demands, claims, causes of action, costs and expenses (including without limitation attorney's fees) of any kind or nature whatsoever (including without limitation physical injury, disability, paralysis and death and any injury and/or damage to property) incurred by (or that may be alleged to be incurred by) Buyer or that in any way arises out of or relates to this Agreement, participating in the Sale and to any act or omission (including without limitation any negligence) on the part of any of the Released Parties.
6. **INDEMNIFICATION.** Buyer agrees to pay, defend, indemnify and hold harmless Turner Performance Horses, LLC, Chad Turner, Paje Turner, the former, current and future owners and lessors of the Sale premises and the affiliates, owners, members, managers, stockholders, directors, officers, employees, contractors, insurers, representatives and agents of each of the foregoing, and the heirs, executors, administrators, personal representatives, successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees) arising from Buyer's participation in this Sale, being present, in, on or near the Show Grounds, and/or participation in any equine activities and in connection with any injury to, or the death of, any person in, on, or about the Sale Grounds, or any damage to or loss of property on the Sale Grounds. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such claim(s), Buyer, upon notice from Auction and/or the Indemnified Parties, shall defend the same at Buyer's expense by counsel satisfactory to Auction and/or the Indemnified Parties.
7. **VENUE/GOVERNING LAW.** Venue for any claim or dispute arising out of or connected in any way

with the Sale or Buyer's purchase or consignment of any lot or animal sold at the Sale shall be in Lewis & Clark County, Montana. The laws of the State of Montana shall govern this Agreement and any claims or disputes arising out of or in connection with this Agreement. By executing this Agreement Buyer agrees that Buyer has read, understands and agrees to be bound by the terms and conditions contained herein.

8. **ERRORS/OMISSIONS/INACCURACIES IN SALE AND CATALOG.** Buyer understands and agrees that information on horses in the Sale catalog has been provided by the horse owner/seller and that Auction is not liable for any errors, omissions and/or inaccuracies or for any verbal or written statement regarding horses sold in the Sale. Auction does not verify the accuracy of the information provided. Buyer is solely responsible for verifying the accuracy of information regarding any horses in the Sale or Sale catalog. Auction will make its best effort to announce corrections, updates or warranties made by the seller while the horse is in the auction arena. Buyers are cautioned to pay close attention to announcements from the auction block regarding corrections or updates to the sale catalog page as such announcements take precedence over printed material. While certain information may have been provided to Auction by third parties, it is nonetheless Buyer's sole responsibility to verify the accuracy of any information before bidding. If Buyer is not sure about an announcement made regarding a horse up for bidding, Buyer should immediately consult with the bid spotter before bidding.
9. **BIDDING PROCESS/DISPUTES/MALFUNCTIONS.** The Sale auctioneer reserves the right to reject any and all bids. Should any dispute arise between two or more bidders, the Sale Auctioneer, in his or her sole and absolute discretion, shall settle said dispute and that decision shall be absolute, final, and binding on all parties. **BIDS RECEIVED AFTER THE FALL OF THE AUCTIONEER'S GAVEL ARE NOT GROUNDS FOR A DISPUTE.** Owners/sellers have a right to protect their reserve. In the event two or more bidders claim the final bid, the Auctioneer may re-open the bidding procedure and ask for advanced bids, solely between the bidders having claimed the last bid. If there is no advanced bid, the horse shall be sold to the bidder from whom the Auctioneer recognized the final bid. If the bid should be reduced below the disputed bid, the Auctioneer may re-open the bidding with the highest bidder becoming the buyer regardless of whether the final bid equals or exceeds the original disputed bid. In the event of known equipment malfunction, the auction will be suspended until said malfunction is corrected and will resume upon correction of said malfunction. Any horses sold prior to the malfunction are considered sold.
10. **TITLE/RISK OF LOSS.** Title transfers immediately to Buyer at the final fall of the auctioneer's gavel. Title transfer includes all risk of loss, including but not limited to, illness, injury, or death of the horse. Additionally, at title transfer, Buyer assumes all responsibility for the care and maintenance of the horse(s), for any loss or damage to property and for injury or death of persons caused by the horse(s), Buyer, or Buyer's agents/employees. **BUYER ASSUMES ALL RISK OF LOSS UPON THE FINAL FALL OF THE AUCTIONEER'S GAVEL IF BUYER IS THE HIGH BIDDER, WHETHER OR NOT SETTLEMENT AND DELIVERY HAVE BEEN MADE AND REGARDLESS OF WHETHER THE PURCHASE WAS MADE IN PERSON, BY PHONE OR ONLINE.**
11. **EQUINE INSURANCE.** Every horse sold comes with a 5 DAY DROP OF THE HAMMER EQUINE INSURANCE offered by Mike Fester's Specialty Risk Insurance, whose phone number is (405)626-7550 and email is mikefester@msn.com. Any claims shall be submitted directly to said insurance company. Any claims shall be submitted directly to said insurance company. Insurance is required for horses staying onsite more than 6 hours after the sale. Insurance is required for all horse(s) in where the sale has arranged and scheduled the transportation of horse(s)
12. **NON-PAYMENT/INTEREST/NSF CHECKS.** All accounts not paid within ten (10) days after the Sale ends will be assessed interest at the highest legal rate. Unpaid balances shall bear interest at the highest

legal rate per annum until paid in full. All court costs, filing fees, expenses of collection (including reasonable attorney's fees) and all expenses of insuring, maintaining, transporting, or reselling any animal incurred by the consignor or Auction, arising from Buyer's default will be paid by the Buyer. A

\$30.00 service charge will be assessed for each returned check received by Auction. ALL PURCHASES MUST BE PAID AT TIME OF SALE. PERSONAL CHECKS WILL BE ACCEPTED ONLY IF APPROVED BY AUCTION IN WRITING PRIOR TO SALE.

13. WARNING: UNDER MONTANA LAW, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ENGAGED IN AN EQUINE ACTIVITY RESULTING FROM RISKS INHERENT IN EQUINE ACTIVITIES.

14. By executing this Agreement, Buyer verifies that Buyer has read, understands and agrees to the terms and conditions set forth herein and agrees to be bound by said terms and conditions.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE

Name: _____ Date _____
(Print Name)

Sign: _____

