

WCAHA All-Star Stallion Futurity Auction STALLION SERVICE AUCTION PURCHASE AGREEMENT

Date _____ Lot # _____

Purchaser hereby acknowledges that I/we purchased breeding to the stallion _____ to be used during the breeding season of 20____, to a mare of my choice, for the sum of \$_____, after having made the high bid and being declared Purchaser by auction on _____, 20____.

Purchaser hereby agrees to comply with the requirements set forth in the auction purchase agreement contract attached hereto, and to abide by the terms and conditions of the Western Carolinas All-Star Stallion Futurity Auction and those of the normal breeding contract of the stallion owner, including, but not limited to health papers, vaccinations, normal mare care fees, shipping fees, handling fees, and any other contract requirements and/or miscellaneous charges listed below.

Purchaser further agrees that a nonrefundable down payment of Twenty-five PERCENT (25%) OF THE PURCHASE PRICE IS PAYABLE AT TIME OF SIGNING OF THIS CONTRACT; balance is payable to WESTERN CAROLINAS ARABIAN HORSE ASSOCIATION prior to time of service of mare, or July 30, 2008, whichever date is the earlier.

Purchaser agrees to pay the bid price in full on this date, or on the terms provided in this contract and to execute a promissory note for the remaining balance due.

It is further agreed that at time of full payment of the breeding fee, a receipt signed by the WESTERN CAROLINAS ARABIAN HORSE ASSOCIATION Futurity Committee Chairperson and Club President will be forwarded to Purchaser and that the receipt **must** be presented on delivery of the mare to the stallion owner prior to breeding of the mare.

In the event the stallion owner by reason of death or injury of the stallion is unable to fulfill this agreement, the purchaser must notify the All-Star Stallion Futurity Auction Chairperson via certified mail no later than September 30th of the year the service is purchased to request a refund of the breeding fee. Failure to notify by this date will result in no refund paid.

If the stallion is relocated outside of the United States of America, the breeding fee, without interest, may be refunded, provided frozen semen from the stallion owner is unavailable, and the request is received via certified mail postmarked prior to September 30th of the year the breeding is purchased for use, upon approval by the WESTERN CAROLINAS ARABIAN HORSE ASSOCIATION.

It is further agreed that the breeding herein purchased is subject to the rules and regulations of the WESTERN CAROLINAS ALL-STAR STALLION FUTURITY AUCTION sponsored by the WESTERN CAROLINAS ARABIAN HORSE ASSOCIATION, and that in the event Purchaser fails to comply with the terms and conditions of this sale or the rules and regulations of the Futurity, the WESTERN CAROLINAS ARABIAN HORSE ASSOCIATION may retain any funds received as liquidated damages and declare the contract void, or at its option, may without further notice sue for specific performance of contract.

If Purchaser defaults in the payment of the balance due under the terms of this contract, WESTERN CAROLINAS ARABIAN HORSE ASSOCIATION offer the breeding to the next highest bidder without any further obligation to the defaulting party.

Purchaser

Name _____

Address _____

Phone _____ Phone_(cell) _____

Signature _____

Email Address: _____

Address where stallion will stand:

Mare Care: _____

Handling Fee: _____

Transported Semen Fee: _____ Deposit for Container (refundable):

Payment Information:

Please Submit Check for payment to address below:

\$50.00 NSF Charge

All payments and correspondence shall be directed to or for further information, contact:

Carol Johnson, WCAHA Futurity Chair

647 Shoals Creek Church Rd.

Easley, SC 29640

864-836-3004

For Office Use Only Check# _____ AMT _____