

Florida Thoroughbred Farm Managers', Inc.
Stallion Season Auction Terms and Conditions



1. All seasons are offered on a "No Guarantee" (NG), non-refundable basis. Seasons should be paid for within **two weeks of auction close**. **ALL seasons must be paid, in full, no later than 30 days after auction close**. Seasons must be paid, in full, before breeding. If the purchaser does not pay the balance within 30 days, the season will be re-sold and the original purchaser will be banned from future FTFM and www.thoroughbred.com auctions. The winning bidder alone is responsible for payment. Seasons may not be transferred to a third party.
2. "No Guarantee" purchases of stallion seasons are **NON-REFUNDABLE UNDER ANY CONDITION** including the unavailability, infertility or death of the stallion, or the Mare's death, inability to conceive or carry to term, once named and covered or for any other reason.
3. Upon receipt of payment FTFM will notify the stallion farm and give them the name, address, phone number and winning bid amount of the successful purchaser. The Purchaser is then solely responsible for completing and forwarding a mare information form to the stud farm and making all booking arrangements.
4. **Seasons to stallions standing in Kentucky are subject, under Kentucky law, to a 6% Kentucky Sales Tax, which will be the responsibility of the purchaser to pay to the farm before breeding to the stallion.**
5. Stallion seasons are sold as is/where is and FTFM makes no representations or warranty. Purchaser waives and releases FTFM, its employees, agents, volunteers and the donor of the stallion season, from any and all liability in connection with the use of the stallion season.
6. Purchasers of stallion seasons agree to breed a Thoroughbred Mare. Purchasers of stallion seasons further agree to be bound by the terms and conditions of the stallion farm's breeding contract and to execute further documentation as necessary to evidence Purchaser's acceptance of the breeding contract, including without limitation the following terms and conditions:
 - a. Purchaser agrees and warrants that the Mare shall be healthy, free from disease or infection that could be transmitted to the Stallion, and in sound breeding condition. The Purchaser's presentation of the Mare by his agent or otherwise shall constitute Purchaser's representation that the Mare is as warranted.

b. In the event of Purchaser's default in the performance of this agreement, including any provision hereof, Purchaser further agrees to pay reasonable attorney/collection fees incurred by FTFM in regard to such default.

a. It is agreed that payment in full is a condition precedent required in order for Purchaser to have any rights to delivery of the Stallion Service Certificate, it being acknowledged and agreed that the Stallion Service Certificate is the sole and exclusive property of the stallion farm and that Purchaser shall have no interest therein until the fee and all other amounts due to FTFM.

7. In order to bid in the auction, a prospective purchaser must (a) complete and sign a registration form available online on www.thoroughlybred.com

b. By submitting the online registration form the Purchaser acknowledges and agrees that he or she has provided www.thoroughlybred.com with his or her name, address, phone number, email address and other identifying information, which information will be used to contact Purchaser in the event that he or she is a winning bidder. All data submitted during the online registration process with www.thoroughlybred.com will be stored and retained by www.thoroughlybred.com, subject to its own terms of use and/or other policies. By submitting the online registration form the Purchaser also agrees that www.thoroughlybred.com will assign him or her a unique "User Name" and "Password" permitting the Purchaser to place bids and follow the progress of such bids in the auction-style online marketplace at the online stallion season auction. www.thoroughlybred.com

c. **PRIVACY NOTICE:** Purchaser understands that this choice of User Name and Password may result in his or her identification by others. Purchaser understands that if he or she does not want to be identified, he or she should not participate in the auction.