Congress Super Sale
Online Bidder Registration Instructions

Go to HorseAuctions.com and the link for Congress Super Sale:
Click on link: Get Online Bidder Approval:

or
http://www.liveauctionworld.com/OQHA-Congress-Super-Sale_as21214

If you already have an account please SIGN IN

If you don't have an account, Create Account.
   Fill in the form to create your account. You will receive an email and must click on the link to activate your account.

Once you have created an account, return to Get Online Bidder Approval.

Please fill out the form completely.
NOTE: DO NOT USE A DEBIT CARD NUMBER for payment. If a debit card is used, the amount of your maximum credit amount will be removed from your bank account when we run the verification.

After you complete the form and accept the terms and conditions, you will receive an email with the following instructions:

You MUST reply to Stephanie@professionalauction.com with the 3 digit csc number on your credit card in order to be approved to bid. (CREDIT CARDS ONLY) Do NOT use debit cards. Professional Auction Services, Inc. will run a verification on your credit card for the maximum credit amount you have requested. A HOLD for that amount will be placed on your credit card account, which may last up to 72 hours. If you buy a horse, the purchase amount will be charged to your credit card, unless you make other financial arrangements. If you do not make a purchase then the hold will be removed once it has expired.

After your credit amount has been verified you will be approved to bid and will be assigned a bidders number.

TERMS AND CONDITIONS of Congress Super Sale are listed below. Please read them carefully as you will be bound by them whether you read them or not.
The 2011 Congress Super Sale

ONLINE BIDDING CONDITIONS & PROCEDURES

Inspection of Horse: I agree that, prior to bidding, I have the right to request additional information from the seller, inspect the horse or have a veterinarian or my representative inspect the horse at my expense. I agree that by placing a bid through online bidding, I have performed sufficient examination of the horse to make the purchase. Once I have placed a bid through the online auction, I specifically waive my right to dispute the purchase of the horse due to any faults or points of conformation or disposition that could have been observed by an examination of the horse.

Binding Contract: I agree that if I place the highest bid for a horse, and I am recognized as the Buyer, I have entered into a binding, non-negotiable contract with Professional Auction Services, Inc. and Ohio Quarter Horse Association to purchase the horse.

Bidder Registration: To be approved to bid, register through HorseAuctions.com to www.liveauctionworld.com:

• Provide complete personal information, credit card information and bank information. **DO NOT USE DEBIT CARD.**
• In order to be approved, I agree that OQHA or PAS, Inc. can verify on my credit card an amount equal to:
  - Up to $20,000, PAS, Inc. can verify on my credit card 100% of the amount for which I want to be approved to bid. I agree that the amount verified can be used make payment if I purchase a horse. **SEE PAYMENT CONDITION BELOW.** (The amount of funds verified may be blocked from use on the credit card for up to 72 hours)
• If you expect to bid more than $20,000, or more than can be charged to your credit card, you need to register by 12 noon, Thursday, October 20, 2011 so we can contact your bank to obtain a reference or make additional arrangements.
• Bidder can deliver funds to PAS Inc. prior to the Sale, by approved check, bank check or bank wire transfer. Any funds not used for purchase or expenses related to purchase will be returned to bidder immediately after the Sale. Any funds deposited will be held in a USDA registered Custodial Account.
• Bidder must be prepared to make arrangements for Board and Transport of purchase.

Online Buyer Convenience Fee: An additional online buyer’s fee of 3% (three percent) of the Final Bid Price will be charged to Online Buyers. This is added to the Buyer’s Premium of 3% (three percent) of the Final Bid Price charged for all credit card purchases (which is discounted for purchases paid for by cash, check, or bank wire transfer). **TOTAL BUYER’S PREMIUM CHARGED FOR ONLINE PURCHASES IS 6% (six percent) OF THE FINAL BID PRICE for purchases paid by credit card.**

Conditions for purchase using Credit Card:

(a) Payment: If I am the successful purchaser of any horse(s) at the Congress Super Sale, I agree that PAS can process my credit card immediately following the purchase for the total purchase-price:
  • On purchases up to $20,000: for the amount verified on my credit card(s).
  • For any amount above $20,000: process an amount for the total purchase-price up to the amount that was verified on the credit card, OR process the amount verified as a non-refundable deposit, with the balance to be paid to Professional Auction Services, Inc. not later than Tuesday, October 25, 2011.
  • The total purchase-price shall include the Online Buyer Convenience Fee (3%), Buyer’s Premium (3% of amount not paid by check, bank transfer or cash), and any applicable Sales Tax. I agree that if I intend to bid on other horses I will place an additional deposit.

(b) Additional Expenses: OQHA and Professional Auction Services may charge to my credit card any expenses related to the purchase and care of the horse including, but not limited to, board, transport, veterinary or other expenses.

(c) Amended Conditions: I agree to the amended Conditions Of Sale for purchases made by credit card through online bidding. A purchase made by credit card is on the basis of ALL SALES FINAL and I accept the horse AS IS.

(d) Dispute: I agree that I waive my right to dispute this purchase through the credit card company, which issued the card used for the purchase. I agree that if I make a claim of misrepresentation or fraud against the seller, I will submit information to support my claim to PAS consistent with the Conditions Of Sale as stated in the catalog. PAS will review the information provided by the buyer and make a recommendation to resolve the matter consistent with the Conditions Of Sale. If the matter is not resolved by the recommendation of PAS then the buyer and seller agree to submit to binding arbitration.

Registration or deposit requirements can be amended by Sale Management, at their discretion.
CONDITIONS OF SALE
Congress Super Sale

FIRST – The 2011 Congress Super Sale is held in conjunction with the All American Quarter Horse Congress. Buyer hereby acknowledges that The Ohio Quarter Horse Association, hereinafter referred to as “OQHA”, and Professional Auction Services, Inc., hereinafter referred to as “PAS, Inc.” are not responsible for the warranties of the Consignor. Hereinafter, OQHA and Professional Auction Services, Inc., collectively, shall be referred to as “Sale Management”.

SECOND - Horses are offered for sale according to the laws of the State of Ohio. Rights of consignors to bid are reserved unless otherwise announced.

THIRD - There is no warranty expressed or implied by the sales management, auctioneer, sponsors, owner or consignor, as to the performing soundness, merchantability or fitness for any particular purpose of any horse offered in this sale, other than those made specifically by the consignor. All horses are sold “as is” with all existing conditions and defects, except as set forth below in conditions THIRTEENTH, FOURTEENTH, and FIFTEENTH.

FOURTH - Terms of sale are cash and payment in full must be made within 1 hour of the completion of the auction. Absentee and Online Bidders must pre-register and make advance payment to PROFESSIONAL AUCTION SERVICES, INC., and agree to pay all applicable internet fees, as stated in Condition Sixth. Pay the cashier in all cases. Method of payment shall be Cash, Cashier’s or Certified Check, Personal Check (with proper bank letter of guarantee or introduction and picture identification, such as driver’s license), Traveler’s Checks or MasterCard, Visa, or American Express. Foreign credit cards cannot be accepted. NO BANK DRAFTS. Checks must be made payable to PROFESSIONAL AUCTION SERVICES, INC. A Buyer's Premium of 3% will be added to the purchase price. The Buyer’s Premium will be discounted for the part of purchases paid by cash or check. In no case may any part of the purchase price be paid directly to the consignor by the purchaser and such payment shall not be valid or entitle the buyer to obtain the horse. Foreign Buyers must pay with a check drawn on a U.S. Bank, American Currency or International Money Order. Buyer agrees not to stop payment on check for any reason. A fee of $50.00 will be charged on any check that is returned. Ohio Sales Tax of 6.75% will be charged on all purchases unless buyer is properly exempt.

FIFTH - Bidding Procedure: The person making the highest bid recognized by the Auctioneer shall be the buyer. The Auctioneer shall immediately present the buyer with a document entitled Acknowledgement of Purchase for signature. Should such presentation not be made prior to commencement of bidding on the next lot offered, the buyer shall forthwith identify himself/herself to auctioneer as buyer and sign Acknowledgement of Purchase. In the event that a person other than the recognized buyer signs the Acknowledgement of Purchase, such action shall not give such other person any right or title, and immediately that such erroneous signing of the Acknowledgement of Purchase becomes known to the auctioneer, he shall cause the Acknowledgement of Purchase to be presented to the recognized buyer for signature. If the highest bidder fails to immediately execute the Acknowledgement of Purchase or otherwise fails to comply with the Conditions of Sale, or in the event of a mistake by the Auctioneer, Professional Auction Services, Inc. reserves the option to re-sell the animal and such resale shall terminate all obligations of P.A.S., Inc. and consignor to honor any bid. The Auctioneer has the right to decline any bids made by parties who have defaulted in former purchases or by persons, who in his judgment, are not responsible bidders. Minimum acceptable advances in bidding are $50 up to $1,000 and $100 thereafter.

SIXTH – Online bidders must register in advance of the Sale to be approved to bid, through HorseAuctions.com or Professional Auction Services, Inc. Amended Conditions Of Sale apply to online bidding and must be agreed to in order to be approved. Conditions Of Sale Amendments for Online bidding are available online through HorseAuctions.com or Professional Auction Services, Inc.

SEVENTH - BUYERS ASSUME ALL EXPENSES AND RISKS ON HORSES AFTER THEY HAVE BEEN STRUCK DOWN TO THEM. Upon receiving payment for the horse the cashier will issue receipt. Buyer must present the pink copy of the receipt to security at the time the horse is removed from the grounds. All horses must be removed from sale grounds by 12 noon Sunday, October 23. Failure to remove the horse for any reason will obligate the buyer to pay all costs associated with board and transportation of the horse. Buyer is responsible for the care of the horse immediately after the fall of the hammer.

EIGHTH - All registration papers will be withheld by the sale management until all checks clear the bank (approximately 21 days) at which time they will be mailed, with completed transfer reports to AQHA for Quarter Horses, and to the buyer for other breeds. NOTE: If any buyer desires to obtain papers immediately, horses must be paid for with cash or cashier’s check.

NINTH - IF ANY PERSON SHALL PURCHASE A HORSE AND NOT PAY FOR IT AS PRESCRIBED ABOVE, the sale management or consignor shall have the right to resell the horse, or at their option, bring legal action in which event buyer agrees to pay all cost of such suit together with reasonable attorney fees as fixed by the court. In the event of resale the defaulting buyer agrees to pay all costs of resale and price deficiency, if any. Interest of 1-1/2% per month will be charged on the unpaid balance of any account not paid for as set forth in these conditions.

TENTH - Every effort has been made to assure correctness of the catalog but the sale management., djj Pedigrees, LLC, and auctioneers are not responsible for errors or omissions and assume no liability on the part of the seller as to
any such statements, either verbal or written regarding horses sold. All statements and corrections at the sale will supersede the catalog.

ELEVENTH - The Sale Management, auctioneers and staff do not act for or represent the buyer or seller, but merely provide a medium for bringing together the buyer and seller for the purpose of sales transactions. Professional Auction Services, Inc. and sales personnel assume no responsibility whatsoever to anyone for blemishes, defects, the physical condition or health of any horse and makes no warranties or representations of any kind in the sale. The Consignor hereby specifically waives all implied warranties of fitness and merchantability. ALL RESPONSIBILITY FOR REPRESENTATIONS LIES BETWEEN THE CONSIGNOR AND THE BUYER.

TWELFTH - As to horses descended from the stallion, IMPRESSIVE, AQHA Registration No. 0767246, if they have been tested for HYPP (“Hyperkalemic Periodic Paralysis”), the results of the test are shown with the other information concerning the horses. If such horses have not been so tested, the designation “Not tested for HYPP” is disclosed along with the other information concerning the particular horse.

THIRTEENTH - Broodmares are guaranteed only to have been bred to stallions as indicated. No guarantee is made of pregnancy status or eventual foaling unless made specifically by consignor. No return privileges or live foal guarantees accompany mares unless stated by consignor with proof in writing of such agreement issued by stallion owner. Each broodmare selling as bred to a stallion will have been examined by a veterinarian within 10 (ten) days of the Sale Date and reported at the sale as “in foal”, “open or barren”, or “bred” (meaning an insufficient amount of time has passed to determine pregnancy). Any purchaser of a broodmare sold in this sale may have the mare examined by an acceptable veterinarian within 12 hours after the start of the session in which the horse sells and before the horse leaves the sale premises. Any broodmare so examined whose pregnancy or breeding soundness status is found not to be as represented at the time of sale, may be returned to the consignor as unsold, and the consignor shall pay veterinarian’s fee for examination.

FOURTEENTH - Consignor has the responsibility to notify the sales management in writing prior to the sale of any unsoundness of any nature known to him and they will be announced at time of sale. Consignor also warrants that horse is not suffering from any contagious or infectious diseases and has not been given drugs to alter soundness or temperament; and agrees to disclose if any drug or medication is being administered to the horse for the maintenance of any condition. BUYER HAS THE RIGHT TO HAVE A LIMITED VETERINARY EXAMINATION WITHIN 12 HOURS OF THE START OF THE SALE AND BEFORE THE HORSE LEAVES THE SALE PREMISES. If a qualified veterinarian finds the horse not to be sound for the advertised purpose, and presents a certificate stating such to P.A.S., Inc. within the 12 hour period, the consignor will accept the return of the horse as unsold and hereby authorizes Professional Auction Services, Inc. to refund the purchase price. This examination will be limited to moving the horse for soundness on riding horses, and checking the reproductive tract on breeding horses, as well as checking for conditions as stated in Condition Fifteenth. Positive reaction to flexion tests and hoof testers does not constitute unsoundness, if the horse is moving sound. These tests should be a part of a pre-purchase examination. THE BUYER HAS THE RESPONSIBILITY TO EXAMINE HORSES BEFORE BIDDING.

FIFTEENTH - The consignor has the responsibility to notify the sales management in writing prior to the sale of the fact that the horse is a cribber, a weaver, unsound of eyes or wind, a cryptorchid, monorchid or ridgling, parrot mouthed, has had major surgery or a serious illness, has been nervous, has foundered prior to this sale, has a lameness due to navicular disorder, osteoarthritis of a joint or other bone abnormality, or a neurological disorder including but not limited to EPM or wobbles, and these conditions must be stated in the catalog or announced when the horse is sold. If a buyer discovers such a condition in the horse which was not stated to the sales management by the consignor, as required and specified above, and NOT disclosed at the time of the sale, and the horse has such a condition at the time of sale, and if the buyer delivers to Professional Auction Services, Inc. a WRITTEN STATEMENT FROM A QUALIFIED VETERINARIAN within five (5) days of the date of the sale establishing the existence of the condition in detail, the consignor agrees to accept the return of the horse and hereby authorizes Professional Auction Services, Inc. to refund the purchase price.

SIXTEENTH - If the consignor disputes the diagnosis by the buyer’s veterinarian for conditions stated in Condition Fifteenth above, that were not stated in the catalog or disclosed before the horse was sold, then P.A.S., Inc. may appoint an equine veterinarian of its choice to determine the condition of the horse. The examination of the appointed veterinarian shall be limited to the disputed condition. The appointed veterinarian may inspect the horse and may apply such diagnostic testing and procedures as deemed to be appropriate. The appointed veterinarian may also confer with the consignor and the buyer and the buyer’s veterinarian, and may review available veterinary medical history including conferring with prior veterinarians having knowledge of the horse, and may review the report and supporting information supplied by the buyer’s veterinarian. The decision of the appointed veterinarian shall be final in all respects and P.A.S., Inc. shall allow or disallow the rejection of the horse by the buyer consistent with the opinion of the appointed veterinarian. The buyer has the duty to present the horse for examination with the appointed veterinarian in cooperation with the veterinarian’s schedule and has the duty to provide board, necessary farrier and veterinary care, and transportation until the dispute is resolved. The appointed veterinarian shall be within a reasonable proximity to the buyer. If rejection by the buyer is allowed by P.A.S., Inc., the consignor shall pay the cost of services of the appointed veterinarian and the buyer may recover from consignor any direct costs related to care of the horse. Risk of loss passes back to consignor immediately upon notice of decision by P.A.S., Inc. to allow rejection by the buyer and consignor shall immediately make
arrangements to take possession of the horse.

SEVENTEENTH - In the event a horse is returned to the consignor in accordance with the conditions THIRTEENTH, FOURTEENTH, or FIFTEENTH, the consignor agrees to pay all reasonable costs involved with the sale and return of the horse, including transportation, board and appropriate sale fees. If legal action is initiated by any party, for any horse entered in this auction, the Seller and Buyer, jointly and severally, agree to indemnify Professional Auction Services, Inc., from such suit including legal fees and all related costs incurred by Professional Auction Services, Inc.

EIGHTEENTH - The sale management shall not be bound by any oral or written agreement or alleged agreement varying from these CONDITIONS OF SALE between the buyer and the consignor unless agreed to by the sale management, and any controversy or claim between the buyer and the seller arising under any such agreement shall be a matter for their resolution.

NINETEENTH - Buyers and spectators are cautioned to be careful while on the grounds and particularly while horses are being sold or shown in the sale ring. OQHA (Ohio Quarter Horse Association), the officers, staff and employees of OQHA, and Professional Auction Services, Inc. and its staff and employees, are not responsible for accidents, injuries or loss of property.

TWENTIETH - Admission to the premises constitutes your agreement to be photographed, filmed, videotaped or otherwise recorded in connection with the shows and sales and other events at the All American Quarter Horse Congress and related activities and your agreement that your likeness and voice may be broadcast, distributed or displayed in connection with any promotion created from these events without any compensation being paid to you. The taking of photographs and the making of drawings or paintings of the Congress Super Sale and related activities are permitted for personal use only. All commercial uses are prohibited without the express written consent of Professional Auction Services, Inc.

TWENTY-FIRST - Ohio Exposition Center assumes no responsibility for the sale.

Sale Management by Professional Auction Services, Inc.
15 First Street • Berryville, VA  22611  •  (800) 240-7900
www.professionalauction.com

Important Notices for Buyers

The CONDITIONS OF SALE stated in this catalog form a contract for the purchase of your horse. You will be bound by these conditions even if you have not read them. The Conditions Of Sale state the responsibilities of the buyer, seller and sale management.

Examine horses before bidding: Veterinary assistance is available at bidder’s expense on request to the sales company. Please contact Dr. Rich Mairs (sale veterinarian) through the sale office.

Engagements: unless announced otherwise, all eligibility payments due after date of sale are the responsibility of the buyer, who should promptly notify the proper associations of the new ownership in order to receive direct billing and information.

Announcements: to avoid making costly errors, please pay attention to all announcements made from the sales office and the auction stand, especially concerning horses on which you intend to bid.

Information in this catalog other than that provided by AQHA, NCHA, NRHA or djj pedigrees, LLC. has been provided by the consignor or other third party. This includes specific futurity information, circuit championships, other associations’ information, etc. Professional Auction Services, Inc. and djj pedigrees, LLC. assume no liability on the part of the seller for such information.

Care of horses after sale: please be reminded that at the fall of the hammer the purchaser assumes all risk and responsibility for the horse and must assume the care of the horse once it is returned to the stall.

All horses must be removed from the sale premises by noon Sunday, October 23, 2011.

ALL SALES OR TRANSACTIONS FOR HORSES ENTERED IN THIS SALE MUST BE REPORTED TO AND MADE THROUGH THE SALE OFFICE.