

ARABIAN WESTERN PLEASURE ASSOCIATION STALLION SERVICE AUCTION RULES & GUIDELINES

- The auction will be an online format through The Arabian Horse Times. Auction will start on the Friday following _____, and end the next Tuesday.
- Minimum bid for each stallion service is \$1000.00.
- If the minimum bid of \$1000.00 is not met, the stallion owner agrees to be the purchaser of the donated auction breeding(s).
 - In the instance where the stallion owner is also the purchaser of the breeding, the stallion owner would receive two (2) mare nominations. One (1) nomination for enrollment in the HSPA and one (1) nomination for the purchase of the breeding.
 - The mare nomination fee of \$100.00 will apply for each mare.
 - The foal(s) resulting from this/these mare nomination(s) will be eligible for additional payback monies from the futurity class the same as the foals from the breeding(s) purchased from the HSPA auction(s).
- Purchaser must complete the HSPA Purchaser Agreement when advised by the Arabian Horse Times Auction that they are the winning bidder.
- Payment is due when the Arabian Horse Times Auction advises the purchaser that they are the winning bidder.
- Only one mare nomination for an auction breeding can be submitted. Embryo Transfer (ET) mare nominations are required to designate the recipient mare name on the mare nomination form.
- All auction breedings may be valid for two years, starting in the auction year. The auction breeding shall come with a live foal guarantee and may be carried over to the following breeding season, but the additional payback monies shall ONLY be allowed for foals conceived in the same year the breeding was purchased.
 - If for any reason the nominated mare does not settle and produce a live foal from the first year's breeding then the mare owner can re-breed the following year.
 - The mare owner, at no cost, can choose to switch mares during the first- or second-year's breeding.
 - After two years, the purchased auction breeding is no longer valid, and the stallion owner has no further responsibility to breed the nominated mare. Any breeding after the two-year commitment is the sole responsibility of the stallion owner and mare owner.
 - One year carryover of an HSPA Auction Breeding may be granted by the HSPA Board of directors at their discretion. The mare owner must submit a letter stating they would like to carry the breeding over to the following breeding year; the letter must include the purchased stallion auction breeding and the mare that was bred. A vet's certificate/note stating the mare was bred but is not in foal, vet needs to indicate why the mare is not in foal or did not result in a live foal (aborted, absorbed, mare was never checked in foal etc).
- The Arabian Horse Times Auction will advise the stallion owner when all payment and contracts have been honored by the purchaser so that breeding service can commence.
- 50% of the stallion nomination payments are reserved for that breeding year's Auction foal crop to have as bonus prize money in the Futurity Finals.
 - Each year, the percentage of the Auction bonus prize money divided between the Purebred and Half-Arabian Futurities will be determined by the number of breedings offered.
 - Foals resulting from breedings purchased in the Auction are eligible for additional class prize money that will be split evenly among the Top 14 HSPA Auction foals in the Finals – no matter the placing in the class.
 - The amount of prize money offered each year will be published in the annual stallion brochure.
- By bidding in the auction, and being notified you are the winning bidder, you, as the purchaser, agree that:

- o Purchaser will be responsible for all other CHARGES, including but not limited to the fees outlined in the stallion contract provided by the stallion owner.
- o Purchaser agrees that the breeding will be sold subject to the HSPA rules and regulations, as may be amended from time to time at the discretion of HSPA.
- o If the purchaser at the sale fails to comply with the conditions of the sale, HSPA may terminate this Agreement and retain all payments as liquidated damages, or may, without further notice, pursue any remedies available at law or in equity, including without limitation, an action for specific performance.
- o Purchaser for themselves, their spouse, legal representative, heirs and assigns, hereby releases, waives, discharges and indemnifies HSPA, HSPA's officers, directors and members from all liabilities to Purchaser, Purchaser's spouse, legal representative, heirs and assigns for any loss or damage past, present or future on account of Purchaser's winning bid of this breeding at HSPA's stallion breeding auction.
- o Texas law applies to this Agreement without regard to any choice-of-law rules that might direct the application of the laws of any other jurisdiction. Any action respecting this Agreement will be brought in Woodford County, in the State of Kentucky.