

## PPEA STALLION AUCTION for the 2004 BREEDING SEASON

The purpose of this program is to support and assist the Pennsylvania Palomino Exhibitors Association in its mission of promoting the Palomino Horse, and to promote the breeding of quality Palomino horses through the PPEA Futurity. \*Benefits the PPEA Futurity: 50% of the sold breeding fees will become added monies to the 2005 PPEA Futurity. The monies will be divided equally between all futurity classes held in 2005. The remainder of the breeding and the office fees will go to the PPEA General Fund.

Rules for bidding on Stallion Services:

1.) The bidding will begin at one-half of each stallion's advertised breeding fee or \$200, whichever is greater, plus the \$10.00 PPEA office fee which will be added to all bids.

2.) Bids must be received at the PPEA Office Address by 11:59 PM on Saturday January 31, 2004. A check payable to PPEA in the full amount of the bid plus the office fee must accompany bid. Post dated checks will not be accepted. The breeding is awarded to the highest bid which is received by due date. If bid is unsuccessful, the check will be returned to bidder uncashed. In the event there is a tie, the bidders will be called and permitted to raise their bids.

Unsold breedings will be available until each Stallion's book closes in 2004.

If breeding doesn't sell by the auction deadline, the first bid at minimum (plus office fee) received by PPEA wins.

Winning bidder shall have a legal financial obligation to PPEA until bid check has cleared and funds are received by PPEA. In the event a check is returned unpaid for any reason, PPEA reserves the right to add bank fees and costs.

3.) Purchaser must be the recorded owner/lessee of mare to be bred. The breeding is non-transferable. Purchaser shall be responsible for all contract requirements, stipulations, and payment of any additional fee(s) such as mare care, semen collection/shipment, chute fee, and/or any other fee(s) charged by the stallion owner. Mare owner is encouraged to contact stallion owner with any questions regarding fees and breeding policies prior to bidding. PPEA acts only as an agent in arranging these breedings and in no case will PPEA be responsible for payment of any fees to or on behalf of the stallion owner or mare owner.

4.) The Stallion breeding must be used for the 2004 breeding season. If mare does not settle, stallion owner agrees to return privilege for mare in 2004 or the following season; to be spelled out in the breeding contract. A live foal is not otherwise guaranteed by PPEA. All guarantees and warranties are between the stallion owner and the mare owner, and the responsibility for the actual breeding contract rests between them. No refunds will be made for any reason except death or incapacity of stallion. In the event the mare dies prior to producing a live foal, a substitute mare may be accepted upon presentation of the mare's death certificate from a licensed veterinarian, provided all other requirements of the stallion owner and breeding contract are met.

5.) Stallions and mares participating in the PPEA Stallion Auction may be of any color. PPEA accepts no responsibility as to the color of any foal resulting from a breeding purchased through this program.

6.) PPEA reserves the right to refuse any stallion donation or any bid or bidder for any reason or reasons it deems necessary.

7.) The PPEA Executive Board will have final authority to settle any dispute or complaint regarding this program.

8.) The breeding and handling of horses may contain risk of loss, accident, property damage, severe injury, or death. PPEA shall not be responsible to stallion owner, mare owner, and/or to any other party(s) for any accident, damage, injuries, death, or loss arising out of breeding activities or participation in this program. As a condition of participation in the PPEA Stallion Service Auction, all participants release and indemnify PPEA, its officers, and its members from all liability, including but not limited to liability for negligence or gross negligence.

9.) The owner of the stallion who donates a breeding to PPEA during the 2004 breeding season will receive:

Photo of stallion on PPEA web site (as provided by stallion owner)

Free listing on PPEA web site and link to stallion or farm web site

When a 2004 Breeding donated to PPEA sells, the stallion owner for that breeding and the purchasing mare owner will each receive one free nomination to the 2005 PPEA Futurity. This free nomination may be made into any one class offered at the 2005 PPEA Futurity. Horse(s) nominated under this offer must be sired by the stallion whose service sold and/or out of the mare bred. Horses and exhibitors using the free nomination must also meet all other eligibility requirements and Rules of the 2005 PPEA Futurity.

All donated stallions and auction information will be listed on the PPEA Website at [www.pennpalomino.com](http://www.pennpalomino.com)