



## TERMS AND CONDITIONS

- The 2023 Pony Stallion Service Auction is being hosted by The New Forest Pony Society of North America (“NFPSNA”), a 501(c)3 non-profit, with the stallion services offered to be sold at auction to the highest adult bidder, being at least eighteen (18) years of age.
- The Auction starts on February 20, 2023 at 12:01 a.m. Eastern time and ends on March 3, 2023, at 11:59 p.m.
- BIDDERS must submit a registration form to the NFPSNA via email to [secretarynfpsna@gmail.com](mailto:secretarynfpsna@gmail.com).
- Stallion Owner must submit a signed Stallion Service Online Auction Entry Form Agreement in order to participate in the auction.
- Bidding starts at \$150.00 US unless otherwise stated in the listing, with bid increments of \$25 US or higher in order to advance the most current highest bid.
- All bids are final and all BIDDERS accept the rules and regulations before submitting any bid. A submitted bid is acceptance by the BIDDER of these terms and conditions. Stallion Owners and Mare Owners are solely responsible for ensuring the accuracy of the listed stallion information.
- A winning bid is considered a binding contract. The winning BIDDER (“Successful BIDDER”) will be notified within 24 hours and all winning bids will be invoiced by the NFPSNA and payment for winning bid will be due by Successful BIDDER within 48 hours.
- Auction is open to any PONY stallion in the USA & Canada that is registered with a breed organization or approved stud book (WPCSA, Westfalen, NFPSNA, etc).
- Stallion Owners DO NOT have to be members or hold registration in the New Forest Pony Society of N.A.
- BIDDERS do not have to own pony size mares. MARES are not required to be registered or approved in any specific registry or be a member of the NFPSNA.
- Canadian and USA Stallions are participating in this auction. **PLEASE MAKE CERTAIN THE STALLION YOU ARE BIDDING ON IS IN THE SAME COUNTRY AS THE MARE YOU WISH TO BREED OR IS APPROVED TO SHIP OUTSIDE THEIR COUNTRY TO YOUR LOCATION.**
- All stallion services are sold in concurrence with the conditions and procedures of the farm at which the stallion stands, and all BIDDERS / Successful BIDDER agree to abide by these conditions.
- It is the responsibility of BIDDER to contact the Stallion Owner for stallion breeding contract, stallion’s availability, and all other information.
- The Successful BIDDER of a stallion service must use the breeding during the current breeding season unless Stallion Owner has otherwise noted in their listing.

- Stallion Owner will not ship semen or service any mare until they have been notified by NFPSNA that payment has been received. Successful BIDDER should complete and sign the Stallion Owner contract after funds are received by the NFPSNA or as agreed by Stallion Owner.
- Semen collection and shipping is NOT included in the winning bid.
- MARE OWNERS – Thoroughly read the stallion descriptions and the type of service offered by the stallion prior to bidding. **Some stallions may be Frozen or Live Cover.**
- All fees associated with boarding, mare care, collection, farm costs, chute fees and veterinary costs are between the Successful BIDDER, Stallion Owner, Veterinarian or Reproduction Facility and ARE NOT included in the winning bid amount.
- It is the responsibility of the Successful BIDDER/Service Purchaser to make all necessary arrangements with the Stallion Owner regarding breeding and the availability and delivery of shipped semen.
- The NFPSNA is not liable for any additional fees paid by the Mare Owner to the Stallion Owner or the Mare Owner's veterinarian or to any facility. The NFPSNA assumes no responsibility for any other business conducted between the Stallion Owner and the Successful BIDDER.
- BIDDERS, Successful BIDDER, Mare Owner, Stallion Owner and their Agents or assigns, by their participation in the 2023 Pony Stallion Service Auction (the "Auction"), hereby agree that he/she/they/it shall release and forever discharge the New Forest Pony Society of North America and its directors, officers, volunteers and agents from any and all claims, demands, damages (actual and consequential) of every kind and nature, whether known or unknown, arising out of or in any way associated with any such dispute between or among BIDDERS, Successful BIDDER, Mare Owner, Stallion Owner and their Agents.
- By participating in the Auction, the Successful BIDDER, Mare Owner, Stallion Owner and their Agents hereby acknowledge and agree that he/she/they understand that breeding horses and ponies involves risk of the possibility of danger/injury/sickness/death, and in the care and collection of the Stallion, and in the care of the mare before/during/after pregnancy and any resulting foal. The Successful BIDDER, Mare Owner, Stallion Owner and their Agents voluntarily assume all risk of accident, injury, sickness or death to said mare, Stallion and any potential offspring and specifically and wholly releases the NFPSNA, its directors, officers, volunteers and agents from all liability or damages for any injury, disability, sickness or death of the Mare, Stallion or foal from any cause whatsoever, and specifically waives any and all claims resulting from any such injury, disability, sickness or death.
- THERE ARE NO REFUNDS FROM THE NFPSNA ON WINNING BIDS FOR ANY REASON.
- The Pony Stallion Service Benefit Auction is for the purpose of fundraising for the New Forest Pony Society of North America, a nonprofit organization. Please consult your tax advisor to determine the tax deductibility of your contribution. Donor signature is used to validate retail value.
- No registrations into the NFPSNA are offered or promised to the participants of this auction unless the Stallion or Mare is currently registered with the NFPSNA as Full or Half New Forest Pony and is eligible as stated in the NFPSNA Rule Book [www.NFPSNA.com](http://www.NFPSNA.com)

