

Hershberger Performance Horse Sale

to be held at

Westworld, Scottsdale, AZ

Friday, March 1, 2024

Sale Begins 1:00 PM

Previews:

Thursday, February 29, 2024 at 2PM

*Ranch Riding, Heading & Heeling Futurity Format
(any age)*

Friday, March 1 at 9AM

Sale Manager

Jason Hershberger

Office Staff

Andrew Larson, Jessica Larson,
Nikki Hershberger, Michelle Williams, Crystal Williams

Auctioneers

Joel White-Blake Thompson

Announcers

Wyatt Hershberger, Zane Yates

Bid Spotters

Jody Doescher, Justin Morris
Stacy Lee, Spence Kidney

Sale Office

Phone Number (602) 284-0836

Be sure to book your Room Reservation early

See our website for Hotel Info

Hershbergerhorses.com

SADDLE DRAWING

Corriente Saddle

will be awarded to a lucky buyer at the end of the sale

For every \$1,000.00 you spend on a horse you will receive a raffle ticket.

The lucky ticket will be drawn at the end of the sale. Must be present to win.

Sale Conditions

Please Read Carefully

First: RESERVE. The auctioneer will protect Consignors. Auctioneer reserves the right to reject any and all bids.

Second: TIE BIDS The highest bidder is the buyer. If any dispute arises between two or more bidders the animal in dispute will be immediately put up again for bids. If there is no increase in the amount bid, the animal will go to the bidder from whom the auctioneer recognized the last bid.

Third: RESALE If the highest bidder fails to immediately execute the Sale Ticket or otherwise fails to comply with the Sale Conditions or the published settlement procedures or in the event of mistake by the auctioneer, the auctioneer reserves the option to thereafter resell the animal and such resale will terminate all obligations of Hershberger Performance Horse Sale Company and the consignor to honor any prior bid.

Fourth: PAYMENT. Unless otherwise announced at the time of sale, the sale of each animal is for CASH (personal checks are considered cash) and payment must be made in accordance with the published settlement procedures. All payments must be made to Hershberger Performance Horse Sale Company.

Fifth: LIMITED WARRANTIES. Veterinary services are available to bidders in the stables and each bidder is encouraged to conduct such inspection and examination of each animal as the bidder desires prior to bidding. Except as otherwise announced by the auctioneer at the time of sale, the consignor of each animal represents and warrants to the buyer and Hershberger Performance Horse Sale Company title to the animal free from all adverse claims to ownership, use or possession. Except for the foregoing limited warranty each animal is sold by the consignor **WITHOUT WARRANTY AND WITH ALL FAULTS**. In the event that any animal is not as represented in the Sale Catalog or on the breach of the foregoing limited warranty (as the Sale Catalog or limited warranty might be modified by announcement at the time of sale) the buyer shall file with Hershberger Performance Horse Sale Company a written notice of rejection of the animal with such supporting certificates as Hershberger Performance Horse Sale Company might require within 24 (twenty-four) hours after the close of the Sale. in which the animal was purchased. If the buyer rightfully rejects the animal in the manner and within the time provided, the animal will be returned by the buyer to the consignor and the consignor will refund to the buyer the full purchase price of the animal together with all reasonable expenses incurred by the buyer in connection with the animal from the time of sale until the return to the consignor.

Sixth: TITLE. Title to and the risk of loss passes to the buyer when the animal is knocked down by the auctioneer. Effective from the time of purchase the buyer assumes responsibility for the maintenance and the care of the animal and agrees to care for such animal in accordance with approved husbandry practices and the stabling policies of Hershberger Performance Horse Sale Company. The buyer further agrees to indemnify and hold the consignor, Hershberger Performance Horse Sale Company and Westworld harmless from all loss, cost and expense arising from the illness, injury or death of such animal or loss or damage to property and injury or death of persons caused by the buyer, the buyer's agent or employees, or by the animal subsequent to the time of purchase.

Seventh: REGISTRATION. Hershberger Performance Horse Sale Company will mail all registration papers directly to AQHA 20 banking days after the sale unless paid by cash or certified funds in which case they will be sent in 72 hours.

Eighth: DEFAULT. The failure of any buyer to comply with these Sale Conditions and the Settlement Procedures will constitute default by the buyer. At any time after the buyer's default, Hershberger Performance Horse Sale Company for the consignor will have the option without notice to the buyer to: a) cause the animal which is the subject of the default to be resold at public or private sale and any deficiency together with the expense of such resale, will be paid by the buyer; or b) compel the defaulting buyer to pay the purchase price of the animal; or c) maintain an action for damages arising from such default. All accounts not paid within ten days after demand will bear interest at the rate of eighteen (18%) per annum. All court costs, filing fees, expenses of collection (including reasonable attorneys fees) and all expenses of insuring, maintaining, transporting and reselling any animal incurred by the consignor and/ or Hershberger Performance Horse Sale Company arising from the buyer's default will be paid by the buyer.

Ninth: CONSIGNEE STATUS. Hershberger Performance Horse Sale Company is an independent contractor regularly engaged in the business. Sale Catalog information from research obtained from American Quarter Horse Association, NRHA, NCHA, Robin Glenn Pedigrees, Equi-Stat and Bloodstock Research Information Services. All announcements by the auctioneer at the time of the sale are made on behalf of the consignor and will take precedence over the printed provisions of the Sale Catalog. In the event of any dispute between the buyer and the consignor, Hershberger Performance Horse Sale Company will occupy the position of agent for a disclosed principal and stake holder and will be discharged from all obligations owing to the consignor or the buyer on delivery of any property or funds held by Hershberger Performance Horse Sale Company to the Court having jurisdiction of such dispute. Hershberger Performance Horse Sale Company makes **NO REPRESENTATION OR WARRANTY** with respect to any animal and the buyer must look solely to the designated consignor for recovery of any damage by reason of the failure of any representation or limited warranty.

Tenth: GOVERNING LAW The Sale and all transactions between the buyer, consignor and Hershberger Performance Horse Sale Company will be governed by the laws of the State of Arizona.

Eleventh: The horses included herein are offered for sale according to the laws of the State of Arizona. The right to bid in this sale is reserved for all sellers, including their disclosed and undisclosed agents, unless otherwise announced at time of sale.

Twelfth: The undersigned shall endeavor to protect the interests of both consignor and purchaser but the duties and obligations of the undersigned to such persons shall be strictly limited to those expressly imposed upon the undersigned by these Conditions of Sale. **ALL OTHER DUTIES AND OBLIGATIONS, INCLUDING FIDUCIARY AND OTHER DUTIES WHICH MIGHT OTHERWISE BE IMPOSED UPON HERSHBERGER PERFORMANCE HORSE SALE COMPANY BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, EXCEPT THAT HERSHBERGER PERFORMANCE HORSE SALE COMPANY SHALL BE REQUIRED TO EXERCISE THAT STANDARD OF CARE GENERALLY EXERCISED BY OTHER COMPARABLE HORSE AUCTION COMPANIES.**

Thirteenth: Every one in attendance at this sale agrees to hold harmless and indemnify Hershberger Performance Horse Sale Company and Westworld, it's agents or employees from and against any and all liability, debts, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney's fees arising or allegedly arising from personal injury or death of any person or horse, out of the Consignors use of any of the facilities in connection with the Consignors sale due in any manner to the negligence or intentional acts of the Consignor, any of its employees, agents or servants in the performance of the Consignors sale or any act, error, omission or negligence of the Sales Management Company occurring concurrently with that of the Consignor or contributing to any loss indemnified hereunder, except for the sole negligence or willful misconduct of the Hershberger Performance Horse Sale Company.

PLEASE READ THESE IMPORTANT NOTICES

Buyers Responsibility Please Read

The buyer has a responsibility to examine a horse carefully before they bid on it. If you have any particular concerns about conformation faults or defects, size, attitude, stall manners, riding ability or anything else, check it out **BEFORE** you bid. If you buy a horse on **IMPULSE**, without shopping the horse before you bid, you may expect to find some surprises. **In that case you still own the horse.** The seller is not responsible for you, if you don't shop the horse. Once you bid on a horse, you are indicating you have shopped enough to satisfy yourself and no one else is responsible. There is no limited warranty made by auctioneer, Hershberger Performance Horse Sale Company, Westworld or consignor as to the merchantability or fitness for particular purpose of any animal offered for sale in this auction. Prospective bidders are cautioned that warranties on horses purchased are only as stated in the conditions of sale. Veterinary assistance is available at bidders' expense on request to auctioneer. **Examine horses before bidding.**

Announcements

To avoid making costly errors, please pay close attention to all announcements made from the auction stand, especially concerning horses on which you intend to bid. **All announcements by the auctioneer at the time of the sale are made on behalf of the consignor and will take precedence over the printed provisions of the Sale Catalog.**

Acknowledgment Of Purchase

After making the final bid on a horse, you will be asked to complete and sign the Acknowledgment Of Purchase Form. **Be sure to confirm the correct hip number and final bid before you sign.** Please print your name and address clearly, as this document is used for The AQHA and APHA transfers.

Care Of Horses

Please be reminded that title passes at the fall of the hammer, at which time the purchaser assumes all risk and responsibility to move horses after the sale. Horses must be removed from sale premises by 10 AM Saturday, March 2, 2024. New buyer is responsible for the \$15.00 stall fee for Friday night.

Payment Of Horses

All accounts must be paid for with cash, check, credit card, or money wire. Credit can be established to write a check by obtaining a bid number with bank information and proper identification. The bank wire option works well for our Canadian and online buyers. **We accept, Visa, Master Card, Amex, and Discover. 4% for credit card transaction.**

Bid Numbers

Bidders must have a bid number. Upon receiving a bid number buyer can purchase horses with a personal check.

Please settle accounts immediately after the close of the sale.

Catalog Produced by
Hershberger Performance Horse Sale
and the QData Catalog Builder™

Catalog information herein contained has been compiled by QData's automated QData Catalog Builder system and Hershberger Performance Horses (the Sale Company) from compiled information furnished by the following: the QData Database, the American Quarter Horse Association and its official alliances, American Paint Horse Association, Appaloosa Horse Club, Jockey Club Information System and other organizations or companies, as well as published public show results. Some dollar figures may be approximate. With the multiple processing of complex data and reliance upon information acquired from multiple sources, errors and omissions can and do occur despite reasonable commercial efforts to avoid them. The RGP Database is not an official outlet for any organization, but merely compiles the information into one resource. Please note that the seller is sole guarantor of all such information. QData, Sales Management and/or the above listed associations will not be held responsible for errors, but would appreciate their being called to its attention **upon immediate receipt of catalog**. QData may be contacted at 405.262.3244.

DOUBLE REGISTERED HORSES: Neither QData nor Sale Company has any way of knowing when a horse has been double-registered in two breed registries. Although considerable effort is made to determine this, neither QData nor the Sale Company will be held responsible for the knowledge or inclusion of this information.

RECENT SHOW RESULTS:

In an effort to produce pedigrees as current as is possible, QData may obtain show results and earnings from preliminary results, which may not be official at time of catalog printing. Therefore, **those placings and earnings could change**, once show results have been finalized by the show management &/or association.

“BLACK TYPE SYSTEM” (Dams' Produce)

BOLD CAPITAL LETTERS: Breed World Champions; AQHA, APHA Champions & Superiors; NCHA Bronze, Silver, Gold & Platinum Awards; money-earners of more than \$10,000; 100 or more NRHA/NCHA youth points.

Bold Upper/Lower Letters: Breed Reserve World Champions; AQHA Select World Champions; PHBA/IBHA Champions, AQHA, APHA ROM's, NCHA Cert. of Ability; money-earners of \$1,500-\$9,999; 30-99 NRHA/NCHA youth points.

All other performers appear in regular type.

View this catalog online at

www.hershbergerhorses.com
The QData Catalog App

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