



Sponsored by
Iron Horse Ranch

Bid on
Friday, Feb 6
& Saturday, Feb 7
2026

ENTRY FEE: \$250 - includes QData Research on Sire & Dam of Entry
COMMISSION: 10% of sale price. Pay ONLY the Entry Fee for Horses Not Sold

Sale Limited to: • Foals of 2024 • Foals of 2025
All Yearlings & 2YOs must be nominated into WCHA Breeders Futurity Program for 2026
• Broodmares in Foal to Stallions that are 2026 WCHA BHF enrolled

ENTRY DEADLINE: January 6 - or Dec. 21 for early advertising

REQUIRED ITEMS • SEND TO Professional Horse Services, LLC within 5 days of Faxed or Online entry.

- Completed and signed Consignment form
- Signed Transfer
- ORIGINAL Registration Certificate
- COPY of Coggins Report
- **Minimum 4 Photos and 1 Video**
- **COPY of NEGATIVE COGGINS DRAWN WITHIN 11 MONTHS of Closing date of the auction**
Fax or Email copy of Coggins to (855) 272-3905. **KEEP and Give ORIGINAL Coggins to hauler.**

FAXED or EMAILED ENTRIES:

- Fax or Scan & Email **COMPLETED** Consignment Form, Disclosure Form, Horse Information Form, Copy of Registration Certificate & Genetic Disease Test Results (if applicable), Pre Sale Equine Physical Exam form (optional).
- **PLEASE CALL TO CONFIRM WE RECEIVED YOUR INFORMATION** & that it is legible. We **MUST RECEIVE** Fees AND Original Registration Certificate & Signed Transfer along with the Signed Consignment Form within 5 days on Faxed or Emailed Entries. Keep a copy of papers YOU FAX, EMAIL OR mail.

PHOTOS: Email your photos to info@ProHorseServices.com

Up to 12 Photos may be used. Use QUALITY photos to impress shoppers. These photos will be used in the Online catalog and preview as well as email promotion. Use good background and contrast. See more Helpful Seller Information on our website.

- 1 or 2 **QUALITY** photos from a show or **NICE** enough to draw attention to your horse.
- 4 **CURRENT** photos to show conformation: one from each side, the front and the back.
- **NO PROOFS OR COPIES.** Send email photos in the following format and with the required information:
JPEG Format required • 72 dpi resolution • Name of Horse • Name of Consignor • Name of Sale.
- P.H.S., LLC reserves the right not to use pictures because of poor quality, without notification to the consignor.

VIDEOS: Email your video links to Info@ProHorseServices.com

- Up to 4 Videos can be linked to the Online information for your horse. See more Helpful Seller Information on our website.
- Short Video - 2 to 3 minutes showing important qualities to capture and keep the interest of initial shoppers.
- Longer Video - First 2 to 3 minutes important qualities. Can be up to 10 minutes to show more detail.
- One Video should include **conformation and movement** to see legs at walk and trot.
- Additional Links can be included in the description of your horse.



**PRO
HORSE
SERVICES**

Mike & Stephanie Jennings
P O Box 404
Round Hill, Virginia 20142
855.272.3905
info@ProHorseServices.com

ENTER by January 6
Or Until Auction Fills

Enter by Dec. 21 for early advertising

\$30,000 ADDED WCHA DIAMOND IN THE ROUGH STAKES CLASSES SPONSORED BY IRON HORSE RANCH

Eligibility Requirements:

- 1. Horses must sell through the WCHA Diamond in the Rough Online Auction.**
- 2. Horses CANNOT be purchased by the consignor or any member of the consignor's family or "by a friend" that is not a legitimate sale!!! VIOLATION IS GROUNDS FOR SUSPENSION FROM PARTICIPATION IN FUTURE WCHA EVENTS.**
- 3. 5% of the last bid is added to the purchase price of each horse and an enrollment fee.**
 - This enrollment fee will follow that horse into their respective Stakes class held at the Supreme Champion Show as incentive money.
 - Six (6) Diamond in the Rough Stakes classes will be offered for horses purchased in this Auction: Yearling Stallions - Yearling Mares - Yearling Geldings - Two Year Old Stallions - Two Year Old Mares - Two Year Old Geldings.
 - \$30,000 Added money from Iron Horse Ranch will be added into these 6 stakes Classes and additional weanling classes for the Fall Futurity.
 - An additional entry fee will be charged for each horse to enter a Stakes Class to increase class payouts.
- 4. BROODMARES:** 5% of the last bid is added to the purchase price of each broodmare as a buyer's enrollment fee that will follow the foal in utero as incentive money in a Weanling Futurity Class at the WCHA Breeder's Championship Show. This sales incentive money will be in addition to any other monies earned within the WCHA Breeder's Futurity Class. Only foals born from mares that sell in this Diamond in the Rough Auction are eligible for sale incentive monies.
 - WCHA will award a "FREE NOMINATION INTO THE WCHA BREEDER'S FUTURITY PROGRAM" to foals born from mares that sell in this sale.

**Questions? Contact Don Falcon, Executive Director
(480) 229-9767 • touchdownkid95@gmail.com**

WCHA DIAMOND IN THE ROUGH ONLINE AUCTION

SPONSORED BY IRON HORSE RANCH

Enter by January 6 or until sale fills. Enter by December 21 for early advertising.

Name of Consignor _____ Owner ☐ or Agent ☐

Complete Address _____ Home Phone _____
City, State, Zip _____ Bus. Phone _____
Email _____ Fax _____
Web Site _____ Cell _____

Complete CURRENT OWNER section ONLY if CURRENT OWNER is different from Consignor.

Current Owner _____ Home Phone _____
Complete Address _____ Bus. Phone _____
City, State, Zip _____ Fax _____
Email _____ Web Site _____ Cell _____

Checks are made payable to and mailed to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise.

Horse's Name _____

Foaling Date: mo _____ /date _____ /yr _____ Color _____ Sex _____

Breed _____ Reg # _____ Size: _____

Other Breed (ie. APHA, NCHA, NRHA, NSBA, PHBA, etc.) _____ Other Breed Reg # _____

Sire _____

Dam _____

Sire Reg # _____

Dam Reg # _____

Check box if your horse is in the ☐ APHA Breeder's Trust ☐ Kentucky Bred ☐ ApHC Breeders Trust ☐ NSBA BCF ☐ NSBA SIF
Other programs: _____

Location of Horse: _____

City, _____ Physical Address _____ State, _____ Zip _____

GENETIC Test Results: HYPP _____ HERDA _____ GBED _____ PSSM1 _____ MH _____ MYHM _____

Please send proof of 6-Panel / Genetic Test Status with Entry Form.

Coggins Test: Date Drawn: _____ Accession # _____ State Issued _____

BROODMARE INFORMATION: ☐ Pregnant ☐ Not Pregnant ☐ Not Mated ☐ Aborted Last Breeding Date _____

Bred to: _____ Reg# _____ Last Date Checked for Pregnancy _____

Foal in Utero Eligible for: _____

Sire of Foal at Side: _____ Reg# _____ Foaling Date _____

Foal at side eligible for: _____

SELECT a Selling Option: See Condition 3 of the Consignment Contract for definitions.

☐ Sell with NO RESERVE or Minimum Price

☐ Sell with an Undisclosed Minimum Price of \$ _____

TARGET PRICE _____

I have read and agree to the conditions of this Consignment Contract.

SIGNED _____ Date: _____

(Circle: AmEx MasterCard VISA) Credit Card#: _____ c v v Code: _____ Exp Date: _____

Zip Code: _____ Name on Card: _____ Signature: _____

REQUIRED HORSE INFORMATION Horse's Name _____

Describe and Rate your horse accurately and objectively. You must stand behind your representations.

DESCRIPTION

This is your written sales pitch and will appear in the online catalog. Indicate if this horse has any show record in AQHA, APHA, NSBA, NRHA or NCHA and especially PHBA, Futurities, State or other Association awards, level of training, size, appearance, potential, etc. Attach additional Owner's Statement to this form if necessary. **We will confirm show records AFTER the horse is entered for the sale** for AQHA, APHA, NSBA, NCHA, NRHA and PHBA if indicated by seller.

[illegible]

Discipline - Select all that apply. If your horse is a prospect, select the disciplines that your horse will be suitable for.

- | | | | | |
|---|--|---|---|--|
| ☐ All Around Show Horse | ☐ Cutting | ☐ Gymkhana | ☐ Pole Bending | ☐ Started Under Saddle |
| ☐ Barrel Racing | ☐ Dressage | ☐ Halter | ☐ Ranch Horse Experience | ☐ Team Penning |
| ☐ Breeding Stallion | ☐ Driving | ☐ Hunter (Working) | ☐ Ranch Horse Competition | ☐ Trail Class |
| ☐ Breeding Stallion Only | ☐ English General Riding | ☐ Hunter (Field) | ☐ Ranch Sorting | ☐ Trail Riding |
| ☐ Broodmare | ☐ Equitation | ☐ Hunter Under Saddle | ☐ Reining | ☐ Western General Riding |
| ☐ Broodmare Only | ☐ Endurance Riding | ☐ Jumper | ☐ Roping - Heading | ☐ Western Pleasure |
| ☐ Broodmare (Recipient) | ☐ Eventing | ☐ Horsemanship | ☐ Roping - Heeling | ☐ Western Riding Class |
| ☐ Companion Only | ☐ Extreme Cowboy Racing | ☐ Lesson Horse | ☐ Roping - Tie Down | ☐ Working Cow Horse |
| ☐ Cowboy Mounted Shooting | ☐ Field Trials | ☐ Longe Line | ☐ Showmanship at Halter | |

Horse Information - *Rate your horse accurately and objectively. You must stand behind your representations.*

Disposition - Rating Scale from 1 to 10. 1 = BEST • 10 = WORST - If Unknown Do Not Mark Any Number

[illegible]

Riding or Handling - Level of Experience Required

Rating Scale 1 - 10. 1 = BEGINNER. 10 = EXPERIENCED PROFESSIONAL

Level of Experience Required ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

Riding or Handling - Disposition - Rating Scale 1 - 10. 1 = BOMBPROOF. 10 = HOT

[illegible]

Has this horse had Professional Training - Yes ☐ No ☐

How long was this horse in professional training?

Answer in years and/or months. _____

Required Disclosure Form for ALL Entries
Professional Horse Services, LLC - Online Auction

Complete for EACH ENTRY and return with the entry form

Horse's Name _____ Breed _____
Year Foaled _____ Color _____ Sex _____

Office Use Only
File #

Consignor - First _____ Last _____ Agent ☐ Owner ☐
Owner - First _____ Last _____

Is this entry or has this entry ever been:

Cribber/WindSucker Yes ☐ No ☐

Weaver.....Yes ☐ No ☐

Nerved.....Yes ☐ No ☐

Foundered.....Yes ☐ No ☐

Parrot Mouth.....Yes ☐ No ☐

Eyes Normal.....Yes ☐ No ☐

Wind Normal.....Yes ☐ No ☐

Has this horse ever exhibited any neurologic symptoms?

Yes ☐ No ☐

STALLIONS or STALLION PROSPECTS ONLY

Are both testicles descended in to the scrotum and visible?

Yes ☐ No ☐

Cryptorchid - Genetic defect - A male in which one or both testicles HAVE NOT DESCENDED into the scrotum

PLEASE CHECK COLTS and STALLIONS to be sure both testicles are down before completing this form.

Has the entry undergone any surgical procedure?

Yes ☐ No ☐

If yes, explain _____

Has the entry undergone resection of any abdominal organ at any time?

Yes ☐ No ☐

If yes, explain _____

Has the entry been lame for a period of more than 2 weeks
at any one time while in your possession?

Yes ☐ No ☐

If yes, explain _____

Does this entry have other defects, abnormalities or blemishes?

Yes ☐ No ☐

If yes, explain _____

BROODMARES - Most recent date mare was checked in foal: _____

Important Notice - Check Broodmares for Pregnancy BEFORE sending entry.

Signature _____ Date _____

Return with your entry form to:

Professional Horse Services, LLC • P O Box 404 • Round Hill, VA 20142

street address: 35855 Milligan's Run Lane • Purcellville, VA 20132

Phone & Fax: (855) 272-3905 • Email: info@prohorseservices.com

INTERNET AUCTION CONSIGNMENT CONTRACT – PROFESSIONAL HORSE SERVICES, LLC

PLEASE READ BEFORE ENTERING HORSE

Please keep a copy of this contract for your records. You will be bound by these Conditions whether, or not, you have read them.

1. AGREEMENT: a) I represent and agree that I am of legal age to form a binding contract. b) The Consignor, Agent and Owner (hereinafter referred to as Seller) agrees to these terms and conditions, and swear that all the information furnished regarding this entry is true and correct to the best of my knowledge. c) Seller agrees and specifically warrants, to PROFESSIONAL HORSE SERVICES, LLC. (Hereinafter referred to as P.H.S.) and also to any subsequent purchasers that Seller does have absolute and complete title to and there are no liens or encumbrances on the entry listed on this contract. d) Seller warrants that any registration certificates, applications, transfers or breeding reports are correct and free from any question or action by the applicable breed registry. e) Seller agrees that this consignment contract is not assignable without the express written approval of P.H.S. f) Seller agrees to make any sale transaction for this entry through P.H.S.

2. FEES: Seller agrees to pay P.H.S. the applicable fees for this entry. P.H.S. will deduct any unpaid fees from Seller's account before distributing proceeds to Seller. - Consignment fee – Paid with submission of entry, unless otherwise arranged with P.H.S.

- \$ 250 - Entry Fee

Consignment fee will be earned by P.H.S. on submission of this entry. Consignment Fees are non-refundable.

- Sales commission - 10% (ten percent) of the selling price, in addition to the consignment fee.

- Sale Prior to Bidding Opening: If a horse is listed in the online catalog and/or has been advertised by PHS by any means, and sells before the close of bidding in the auction, Seller agrees to pay PHS a commission of 10% (ten percent) of the selling price in addition to the entry fee.

- Post Auction Sale: If Seller does not sell this entry in the auction, but later sells it to a customer generated by the sale, Seller agrees to pay P.H.S. a commission of 10% (ten percent) of the actual selling price.

- Withdrawal: Consignment Fees are nonrefundable. After the entry is submitted, Seller agrees not to withdraw this entry, unless: Withdrawal is accompanied by a veterinarian's certificate stating the reason the entry cannot be offered for sale and is acceptable to P.H.S., in which case only the consignment fee will be due to P.H.S.

- Withdrawal from the sale for any reason not in accordance with this Condition, is subject to a Withdrawal fee, in addition to the consignment fee, which will be the greater of \$500.00 or 10% (ten percent) of either (a) the actual selling price of the entry as verified with the buyer, or (b) in the event actual selling price is not provided to P.H.S. within 10 days of the withdrawal, 10% of the value of the entry as determined by P.H.S.

- UNPAID FEES: If there is a deficit in Seller's account, Seller agrees to pay P.H.S. the balance due immediately. Interest of 1-1/2% per month will be charged on the unpaid balance. A fee of \$25.00 will be charged on returned checks for sale fees.

- SUBSTITUTIONS: Seller understands that they have the right to substitute another entry for the original entry due to injury or death of the original

entry. A veterinarian's certificate on the original entry must be presented to P.H.S. A \$50.00 charge is made for each substitution for a standard entry or \$70.00 with sire and dam research.

- **BUYER TRANSACTION FEE** – A 4% buyer transaction fee will be added to all purchases, (however, this fee will be discounted for purchases paid for by Cashier's Check, Wire Transfer, or cash.) This fee covers costs for electronic financial transactions. The Seller is not responsible for this fee.

3. SELLING OPTIONS:

- **Sell with NO RESERVE or Minimum Price.** Will sell to the highest bidder.

- **Sell with an undisclosed Minimum Price.**

Minimum Price not posted for bidders to see. The Seller determines the lowest bid that will be accepted. Minimum Price placed on this form can be revised by communicating with P.H.S. prior to the opening of bidding. It is legal for the Seller to bid on their horse to raise the price to the Minimum Price or have P.H.S. bid on the horse for them. A maximum bid just below the Minimum price will be placed in the BidWrangler system, which will automatically place bids for the seller until the Minimum price is met or stops below the Minimum bid, in which case the horse is not sold and is retained by the seller.

4. REGISTRATION CERTIFICATES: All registration certificates, transfer reports, stallion service certificates, and/or consignment fees must be received within 5 days of submission of the online entry or with mailed entry. Registration applications on foals must be completed and submitted to the applicable breed registry, by the owner of dam at time of foaling, prior to the sale. I agree that P.H.S. may withhold any monies due me until all certificates are delivered in proper order.

5. COGGINS & HEALTH PAPERS: Seller must provide a copy of a Negative Coggins report drawn within 11 (eleven) months of the closing date of the sale, which must be received by P.H.S. within 5 days of submission of an entry by any method.

6. REPRESENTATION OF HORSE: Seller is responsible for the correct representation of this entry in the entry form, including the description, disclosure form, horse information, riding and training sections of this submission, as well as in communication with potential or eventual buyers. Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, age, height, etc. Seller is solely responsible for the accuracy of all information that appears in the online sale catalog and previews. Seller agrees to review the information once it is posted and to notify P.H.S. of any inaccuracy or omission which may be material and further agrees to hold P.H.S. harmless from any claims arising out of any such inaccuracies or omissions. Seller has a continuing duty to respond to the buyer after the sale, in the event of a dispute over Seller's representation of this entry.

7. DISCLOSURES - I agree to notify P.H.S. in writing and prior to the sale, of any unsoundness or defects of any kind, including altered tails, and hereby authorize P.H.S. to state them in the online catalog. I agree to notify P.H.S. if this entry is suffering from any contagious or infectious diseases. P.H.S. must

be specifically notified if the entry has any of the following conditions, which must be stated in the online catalog, if this entry is a cribber, windsucker, weaver, is unsound of eyes or wind, has a parrot mouth, is a cryptorchid or ridgling, has had major surgery or a serious illness, has been nerved, has received joint injections for lameness or maintenance or has a chronic lameness, regardless of cause, or a lameness due to navicular disorder, ringbone, osteoarthritis, founder prior to the sale or other bone abnormality or neurological disorder including, but not limited to, EPM or wobbles. Mares and stallions will be exempt from the lameness provision as stated above, if they are represented and sold for breeding purposes only.

7.1 BUYER'S RIGHT TO LIMITED POST-PURCHASE EXAMINATION

- Buyer has the right to have a veterinarian perform a limited post-purchase examination, at Buyer's expense, to determine if any of the issues in Condition 7 were not disclosed. The examination must be done within five (5) business days from the end of the auction and before the horse leaves the Seller's facility. An horse sold with one or more of these conditions, which was not disclosed at the time of sale can be rejected by the buyer, upon receipt of a statement from a qualified veterinarian, establishing the existence of the condition, within 5 business days of the date of sale. If a performance or riding horse is found to be lame at the time of the examination, the sale of the horse can be rejected without further diagnosis. If a sale is rejected, the horse will remain the property of Seller.

8. DRUGS AND MEDICATION - I agree that this entry will not be given any drugs to alter soundness or temperament during this auction, including for presentation in videos, inspection by potential buyer, examination by veterinarian or delivery to buyer. If the entry must receive any medication as a result of an injury or illness, to protect the welfare of the entry or maintenance of any condition, this information must be provided to P.H.S. and be disclosed in the online catalog. Buyer has the right to have a licensed veterinarian draw a blood sample within three (3) business days of the end of the auction and before the horse leaves the Seller's facility. If the buyer makes a claim of misrepresentation of soundness or attitude and the entry tests positive for a drug that could mask such a problem, the entry can be rejected by the buyer and returned at the Seller's expense. Notification of a claim by the Buyer under this Condition must be made to Professional Horse Services, LLC within seven (7) days of the date of the sale, by a written statement from a qualified equine veterinarian explaining the diagnosis of any unsoundness or explaining the behavior problem. Any net funds for the horse in the possession of P.H.S. will be held pending the results of the blood screen.

9. NO IMPLIED WARRANTIES: There is no warranty expressed or implied by the sales company, sponsors, or Seller, 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 Seller. ALL HORSES ARE SOLD "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS, EXCEPT AS ALLOWED IN CONDITIONS 7 & 8. RESPONSIBILITY FOR

REPRESENTATIONS LIES ENTIRELY BETWEEN THE SELLER AND THE BUYER.

10. HYPP STATUS: For horses descended from the Quarter Horse stallion IMPRESSIVE, (AQHA Reg. No. 076724): a) If the entry has been tested for HYPP ("Hyperkalemic Periodic Paralysis"), the Seller shall notify P.H.S. of the results of such test and the results will be stated in the catalog. If not shown on AQHA registration papers, proof of HYPP Status MUST BE sent to P.H.S. with the entry form. b) If such an entry has not been tested for HYPP the seller shall notify P.H.S. of that fact and it will be stated in the catalog.

11. BROODMARES: All mares selling as bred must be checked for pregnancy, by a veterinarian within ten (10) days prior to listing for this sale and a statement of this examination must be provided to P.H.S. within 5 days of submission of the online or faxed entry or with mailed entry. If a mare is known to be carrying twins, it must be disclosed. Any purchaser of a broodmare sold in this sale may have the mare examined by an acceptable veterinarian before the horse leaves the seller's premises. Any broodmare so examined whose pregnancy status is found not to be as represented in the sale catalog, may be returned to the Seller as unsold, and the seller shall pay veterinarian's fee for examination. Any Seller offering mares as being bred with a live foal guarantee or return privileges must furnish P.H.S. with written acknowledgement of this agreement signed by the stallion owner (or an authorized agent) that such privileges will be honored. If the stallion owner withholds a breeder's certificate until the foal is born, the Seller must furnish a letter, signed by the stallion owner (or an authorized agent), that such certificate is free of any additional costs and indicate how the mare owner will obtain the certificate.

12. INSPECTION BY BUYERS: Seller agrees to make the horse available to potential buyers for inspection or veterinary examination at a time and place agreed to by the Seller and potential buyer.

13. RIGHT TO EDIT OR CHANGE: P.H.S. reserves the right to edit, correct, or add to the Statement that I have furnished regarding this entry, to reject or withdraw any entry, or to change the time or date of this sale should any unforeseen circumstances necessitate such a change.

14. NO GUARANTEE OF SERVICE: P.H.S. and BidWrangler.com do not guarantee or covenant that the Auction technology, the BidWrangler.com site or any related services will meet Seller's requirements or be uninterrupted or error-free. BidWrangler.com does not guarantee real-time performance of any service or that it will execute all online or absentee bids.

15. P.H.S. DOES NOT GUARANTEE PAYMENT BY THE ONLINE BIDDER. Due to the nature of the electronic transaction P.H.S. cannot guarantee the validity or performance of an Internet bidder. Seller understands that P.H.S. does not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any entry.

16. RELEASE OF HORSE TO BUYER: Seller shall

not be required to release a horse to a Buyer until Buyer has made full payment for the horse and funds have been verified.

17. RISK AND RESPONSIBILITY FOR HORSE: Buyer assumes all risk, responsibility and expense for the horse at the end of bidding or, if sold pending confirmation by Seller, upon confirmation of selling price by Seller. Seller agrees to provide basic board and care for up to 5 days at no additional charge. Beyond 5 days, Buyer will be responsible to pay for board, at a cost determined by Seller, plus any other expenses that may be required to maintain the horse until Buyer takes possession or has the horse picked up from the seller.

18. PAYMENT TO SELLER: P.H.S. AGREES TO MAIL CHECKS TO THE CURRENT OWNER FOR THEIR ENTRY NOT EARLIER THAN FIVE (5) BANKING DAYS NOR LATER THAN FIFTEEN (15) BANKING DAYS FROM THE DATE THE AUCTION ENDS OR ONCE FULL PAYMENT HAS BEEN VERIFIED AND FUNDS CLEAR THE BANK, whichever is later. Payment will be made to Seller, as stated above, providing all registration and health papers are in order, or the purchaser has not failed to pay for the entry for any reason, or the sale of the horse is not in dispute. Seller agrees that if the sale of any entry is not consummated by reason of default of the buyer or otherwise, P.H.S. shall not be liable for the payment or collection of the purchase price or for the return of the entry. In the event a purchaser fails to pay for and receive an entry for which they placed the final bid, P.H.S. shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid or put the entry up for sale again.

19. WITHHOLDING FUNDS AND DISPUTE: Seller agrees that P.H.S. shall not be required to remit to Seller the net proceeds of the sale of any entry which is the subject of a dispute or claim by the buyer, for misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by P.H.S. Any claim made by the buyer must be sent to P.H.S. in writing and include veterinarian's report, if relative to soundness or condition. The responsibility to resolve such a claim lies between the Seller and the Buyer. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, P.H.S. may retain its fees and costs and may hold in escrow the balance of any proceeds of sale in its possession, as well as any titles or registration certificates, pending a resolution of the dispute. Any and all legal fees and costs incurred by P.H.S. may be deducted by P.H.S. from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand.

20. DISPUTED CONDITION & BINDING ARBITRATION: In the event of a dispute between the parties, a claim to enforce this Agreement or the allegation of a default, which is not resolved by agreement, the parties waive the right to litigate the issue and agree the matter shall be submitted to binding arbitration, pursuant to the Code of Virginia, using a single arbitrator to be selected by the parties. If the parties cannot agree on the selection

of the arbitrator, they shall allow the arbitrator to be designated by P.H.S. The arbitration shall take place in Loudoun County, Virginia, unless mutually agreed otherwise. In any procedures arising out of, regarding or related to this Agreement, the defaulting party shall pay to P.H.S. its costs, expenses and attorney's fees incurred in such proceeding, in addition to any amounts awarded in such proceedings in the event Professional Auction Services, Inc. substantially prevails. Buyer or Seller may bring no action, regardless of form, including arbitration, more than one year after the cause of action has accrued. Should either party fail or refuse to cooperate upon a demand for arbitration, the arbitrator shall automatically declare the non-cooperative party the defaulting party.

21. INDEMNITY: Seller releases P.H.S., Sale Managers, Auctioneers, employees and its representatives, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this entry. If legal action is initiated against P.H.S. involving this entry, the Seller agrees to fully indemnify P.H.S. from such suit, including legal fees and costs incurred by P.H.S. Seller agrees that P.H.S. may publish sale results including information concerning this sale transaction.

22. LIMITS OF LIABILITY: P.H.S. shall not be liable for lost profits or any incidental, special or consequential damages whatsoever arising out of or in connection with any sale or transaction. In NO event will the total liability of P.H.S. to you from all damages, losses, and causes of action resulting from Seller's use of the P.H.S. website or service exceed the largest amount of funds held for your benefit.

23. ADDITIONAL TERMS AND CONDITIONS: The Terms and Conditions for the use of BidWrangler.com and P.H.S. Conditions Of Sale for buyers as stated on the auction web site, are hereby incorporated by reference and made part hereof as though fully set forth herein.

24. INTERFERENCE: Seller agrees not to use any device, software or routine to interfere with or attempt to interfere with the functioning of this online auction.

25. PRIVACY POLICY: By consigning a horse or registering for this auction Seller agrees to the use of Seller's information by P.H.S. Seller's information will be used by P.H.S. to contact Seller and for record keeping. P.H.S. will not sell or give Seller's information to any entity. In the future we may use email lists to contact Seller. We may do custom email promotions for customers, advertisers or organizations through our Constant Contact account. If Seller wishes to discontinue receiving these emails, contact our office or unsubscribe through Constant Contact.

26. SEVERABILITY: If any provision or portion of a provision of this agreement is held to be invalid or unenforceable for any reason, such provision or portion of a provision shall be struck and the remaining provisions shall be enforced.

By signing Page 1, I attest that I have read the above conditions and accept them. Furthermore, I agree to abide by the Conditions of Sale as listed in the catalog and all other established conditions of sale under which PHS, LLC. conducts its business.

PROFESSIONAL HORSE SERVICES, LLC. - P O BOX 404, Round Hill, VA 20142

street address: 35855 Milligan's Run Lane, Hillsboro, VA 20132