

TCA Stallion Season Auction Bidder Rules

- 1) All seasons are offered on a "NO GUARANTEE" (NG) non-refundable basis except those marked (LF), which are sold "Live Foal", ALL seasons are payable in full by Jan. 10, 2010. All LF seasons are subject to stallion farm and TCA's approval of mare. The mare must not be older than 18 years and must have produced at least two foals in the past four years. If the season is purchased LF and no foal results from the mating, the fee will be refunded upon TCA's receipt of a satisfactory veterinary certificate attesting to the mare's barrenness, abortion, death or failure to produce a live foal which stands alone and nurses. In order to receive a refund for a LF season resulting in no foal, your mare must be bred at least twice to the stallion. The last cover date must be no later than June 1, 2010.
- 2) A "No Guarantee" season means a nomination to breed a Thoroughbred mare to a Thoroughbred stallion in a particular breeding season, the payment for which is due prior to such breeding. "No Guarantee" purchase of stallion seasons are **NON-REFUNDABLE UNDER ANY CONDITION** including the unavailability, infertility or death of the stallion, or the mare's death, inability to conceive or carry to term, once named and covered or for any other reason.
- 3) Upon receipt of payment, TCA will notify the farm at which the stallion stands, of the name of the successful purchaser. The purchaser is then solely responsible for completing and forwarding a mare information form to the stud farm and making all booking arrangements.
- 4) Seasons to stallions standing in Kentucky are subject, under Kentucky law, to a 6% Kentucky Sales Tax, which will be billed in addition to the season purchase price.
- 5) Purchaser waives and releases TCA, its volunteers and the donor of the stallion season or auctioned item, from any and all liability in connection with the use of function ability of the stallion season or purchased item.
- 6) Purchasers of stallion seasons agree to breed a Thoroughbred mare on the purchased seasons only in conformity with the lawful restrictions imposed by the syndicate manager, syndicate owner or stallion manager at the stud farm involved, pursuant to the syndicate agreement and/or any other generally applicable agreement and management practice for the stallion involved.