

2024 Jockeys and Jeans (Permanently Disabled Jockeys Fund (PDJF))
Thoroughbred Stallion Season Auction
Terms and Conditions

The following terms and conditions apply to auctions hosted by Equiring. Please read all terms and conditions prior to bidding as you are responsible for understanding these terms. If you do not understand these terms, it is your responsibility to clarify any questions or concerns with a Equiring representative prior to bidding in this auction. Equiring considers all bids legally binding, and you are responsible for all bids placed.

1. Do not make a bid that you are unwilling to honor. All bids are considered binding and if your bid is the winning bid, you will be responsible for paying that amount to the PDJF. Winning bidder must have payment made to PDJF prior to scheduling their mare with the farm. PDJF will confirm to farm when payment is made
2. All seasons are offered on a "No Guarantee" (NG), 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. PDJF makes no guarantee that the stallion will be available. Purchaser is at his own risk and must contact stallion farm directly to schedule the breeding. ALL seasons are payable in full by February 16, 2024. Seasons must be paid in full before breeding may occur. Payment can be made with PDJF by Cash, Credit Card (Visa, MasterCard, Discover or American Express Accepted), Check or Money Order made payable to Permanently Disabled Jockeys Fund (PDJF), please refer to your invoice for all payment methods. If the purchaser ("Purchaser") does not pay the balance due by February 16, 2024, the Purchaser will be subject to a service charge of 1.5% per month of the unpaid balance.
3. "No Guarantee" purchases 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.
4. Unless otherwise stated, a "No Guarantee Season with a Breed Back" is defined as a "NG" season as defined above but if no foal results from the mating, a complimentary season will be provided for the following breeding season to the same stallion upon receipt of a satisfactory veterinary certification from the current breeding season. Stallion must stand at the same farm for the following breeding season. There is no guarantee that the stallion will be available for the following breeding season.
5. Upon receipt of payment for stallion seasons PDJF 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.
6. Stallion seasons are sold as is/where is and PDJF makes no representations or warranties regarding items sold. Purchaser waives and releases PDJF, its employees, agents, volunteers and the donor of the stallion season or auctioned item, from any and all liability in connection with the use and/or functionality of the stallion season or purchased item.
7. 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, stallion 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. Purchasers of stallion seasons further agree to be bound by the terms and conditions of the stallion farm's breeding contract and to execute further documentation as necessary to evidence Purchaser's acceptance of the breeding contract, including without limitation the following terms and conditions:
 - a. As applicable, Purchaser agrees and warrants that the Mare shall be healthy, free from disease or infection that could be transmitted to the Stallion, and in sound breeding condition. The Purchaser's presentation of the Mare by his agent or otherwise shall constitute Purchaser's representation that the Mare is as warranted.
 - b. In the event of Purchaser's default in the performance of this agreement, including any provision hereof, Purchaser further agrees to pay reasonable attorney/collection fees incurred by PDJF in regard to such default.
 - c. It is agreed that payment in full is a condition precedent required in order for Purchaser to have any rights to delivery of the Stallion Service Certificate, it being acknowledged and agreed that the Stallion Service Certificate is the sole and exclusive property of the stallion farm, and that Purchaser shall have no interest therein until the fee and all other amounts due to PDJF.
 - d. Purchaser of a season grants and assigns to the stallion farm, PDJF and their respective affiliates a continuing security interest in the season purchased, the foal, in utero, born alive, or otherwise, as a result of the breeding with the season purchased, all certificates, instruments and documents relating thereto and all accessions, proceeds and products of the foregoing, in order to secure payment of the amounts due to PDJF and the stallion farm. The foregoing security interest and lien is in addition to the lien in favor of

the stallion farm pursuant to KRS 376.420. PDJF and the stallion farm shall have all rights granted to secured parties under the Uniform Commercial Code as enacted by the Commonwealth of Kentucky. Purchaser irrevocably appoints PDJF as Purchaser's attorney in fact to execute and file financing statements on Purchaser's behalf to perfect or otherwise evidence the security interests granted herein if PDJF deems appropriate. The security interest in any certificates, instruments and/or documents shall be deemed to be perfected by the possession thereof by the stallion farm, PDJF or its agent(s). If Purchaser defaults in payment of the amounts due to PDJF or the stallion farm hereunder, Purchaser consents to the issuance of the Stallion Service Certificate in the name of PDJF and to registration of the resulting foal with The Jockey Club, by PDJF or the stallion farm as his agent, in the name of the PDJF. In that event, Purchaser further grants to Seller a security interest in The Jockey Club Certificate of Foal Registration as well as the foal which shall be perfected by PDJF's possession of said Certificate. PDJF shall further have the right to take possession of the foal and sell same in order to satisfy the amount owed hereunder including the recovery of any board and keep or other costs of the foal, which costs shall remain the responsibility of Purchaser.

8. By participating in the auction, Purchaser, on behalf of his heirs, successors and assigns agrees to be bound by these rules. All matters hereunder shall be governed in accordance with the laws of the Commonwealth of Kentucky. Any action or dispute arising out of this auction shall only be commenced in the Fayette Circuit Court, Kentucky and the parties each submit themselves to the exclusive jurisdiction of the courts located in Kentucky, waiving any rights to dispute resolution in any other jurisdiction.

9. Sales Tax shall be the Purchaser's responsibility in accordance with local regulations.

10. In order to bid in the auction, a prospective purchaser must complete and sign a registration form available online on Equiring.com (the "online registration form"). By submitting the online registration form, Purchaser acknowledges and agrees that he or she has provided Equiring.com with his or her name, address, phone number, email address and other identifying information, which information will be used to contact Purchaser in the event that he or she is a winning bidder. All data submitted during the online registration process with Equiring.com will be stored and retained by Equiring.com, subject to its own terms of use and/or other policies.

PRIVACY NOTICE: Purchaser understands that this User Name and Password may result in his or her identification by others. Purchaser understands that if he or she does not want to be identified, he or she should not participate in the auction.

Any bidder who places a bid expressly acknowledges and agrees as follows: (1) online bidding relies upon technology that may malfunction without warning and through no fault of PDJF; (2) online bidding is being provided on an "AS AVAILABLE" and "AS IS" basis and PDJF does not guarantee continual, uninterrupted or error free online bidding; and (3) each of the Indemnified Parties shall be absolved from and bidder/Purchaser further waives and releases each of the Indemnified Parties from any and all liability related to or arising from any failure of, interruption of or other interference of any telephonic or online equipment or transmission used by bidder/Purchaser, its agents or assigns, and/or any of the Indemnified Parties, in connection with the PDJF auction that may prevent Purchaser from bidding or completing any bidding or that may prevent PDJF from bidding on Purchaser's behalf or from completing any bidding, including registration on an online bidding platform. PDJF may, in its sole discretion and without notice, terminate any user's User Name and/or password.