BUYERS AGREEMENT

Elkhart Horse Center L.L.C.
13826 S. St. Hwy. 19
Elkhart, Texas 75839
903-764-2006

Date:____/____/____

NAME:_____
LAST FIRST M.I.

ADDRESS:_____
CITY STATE ZIP

HOME PHONE(____)_____ CELL PHONE (____)_____

DRIVERS LICENSE#:_____STATE:_____D.O.B._____

EMAIL ADDRESS:_____ EMERGENCY PH._____

EMPLOYER:_____

ADDRESS:_____PHONE:_____

PAYMENT TERMS:

1. Payment is due one hour after the sale is completed.

2. Payment must be approved prior to sale by barn management.

3. There is a $30.00 charge for checks that are returned from the bank for any reason. There will be a 3% charge on ALL credit card purchases to cover the Cost of the extra office help being hired to process this paperwork.

4. Guarantees between the buyer and seller do not concern the Elkhart Horse Center L.L.C. or auctioneer and the buyer understands and agree that the Elkhart Horse Center L.L.C. is not responsible for any such guarantees.

5. All sales are FINAL and the buyer purchases on a "**AS IS**" basis and is responsible for the removal of their purchases. Storage fee for property left over 16 hours is $10.00 per day.

6. The commission is applicable to all sales resulting from exposure through registration with the Elkhart Horse Center L.L.C. whether made in the actual auction, before or after.

7. Elkhart Horse Center L.L.C. is not responsible for injuries or damage to person or property. The buyer Agrees to release the Elkhart Horse Center L.L.C. from liability and to forbear any and all claims for injury, damage or loss to person or property in exchange for the use of the barn and benefit participation in the sale.

8. Under Texas Law (Chapter 87), Civil Practice and Remedies Code, an equine professional is not liable f or an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

9. The buyer fully acknowledges that any property (horses, tack and/or property consigned to Elkhart Horse Center L.L.C.) removed from said property will be paid in full by cash or check. Any insufficient funds, no funds on the drawer or maker has no account or the account on which it is drawn has been closed, waive recognition of such payment and accept full responsibility of theft (felony or misdemeanor charges) of livestock, tack or other property.

10. Should it become necessary to enforce payment against you for any reason it is hereby agreed that the buyer will be responsible for attorney's fees and legal expenses that are reasonable and allowed by law.

11. **NO PRE-RING SALES AND NO ALLEY TRADING! BARN RECEIVES A COMMISSION ON ALL SALES ANYWHERE ON THE ELKHART HORSE CENTER LLC PROPERTY.**

_____ _____
AUTHORIZATION BUYER'S SIGNATURE