

Sign up your horse for the Baltic Horse Auction

-> email this document to info@baltichorse.auction or submit a printed copy

For all communication, use the name and UELN of your horse as subject, please.

Registered office: Vitrupes iela 11 - 3, Rīga, LV-1034 Latvia

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SELLER	
First name*	
Last name*	
Email*	
IBAN*	
<p>*If you already have a complete online account at www.baltichorse.auction, fill out the above -> Then go to page 2. If you don't have a complete account, register first at https://baltichorse.auction/register OR fill out all data below. If you manage multiple accounts, please use the correct seller's email address when registering.</p>	
Birth date (+18)	
Telephone (+ country code)	
Telephone 2 (+ country code)	
Street + house number	
Postal code	
City	
Country	
Website Language (type an X)	<input type="checkbox"/> English <input type="checkbox"/> Latvian
Type of seller (type an X)	<input type="checkbox"/> Private <input type="checkbox"/> Company
Company name	
Company street	
Company postal code	
Company city	
Company country	
Company VAT number	
Company website	

HORSE

Name of horse/foal	
Gender (<i>X or empty if unknown</i>)	<input type="checkbox"/> Stallion <input type="checkbox"/> Gelding <input type="checkbox"/> Mare
Colour	
Height-withers (<i>cm</i>)cm <input type="checkbox"/> Horse <input type="checkbox"/> Pony
Universal Equine Life Number	UELN on first page of passport:
Studbook	
Birth date / expected date	

AUCTION

Auction edition (<i>empty if unknown</i>)	
Discipline or breeding type (<i>type an X</i>)	<input type="checkbox"/> Jumping <input type="checkbox"/> Dressage <input type="checkbox"/> Jumping + Dressage <input type="checkbox"/> Eventing <input type="checkbox"/> Driving <input type="checkbox"/> Western <input type="checkbox"/> Recreation <input type="checkbox"/> Other
Level	<input type="checkbox"/> Not saddle broken <input type="checkbox"/> Saddle broken <input type="checkbox"/> Jumping courses height cm: <input type="checkbox"/> Dressage in class:
VAT liable sale (<i>type an X</i>)	<input type="checkbox"/> Private sale <input type="checkbox"/> Company sale
VAT % at sale (<i>Company sale + 0% VAT = margin</i>) (<i>Private sale = 0% VAT</i>)	

AUCTION

<p>Only for Broodmares (type an X)</p> <p><i>+ send a photo / scan of the pregnancy certificate and stud certificate</i></p>	<input type="checkbox"/> Broodmare - Not pregnant <input type="checkbox"/> Broodmare - Pregnant <input type="checkbox"/> Stud fee has been paid in full <input type="checkbox"/> No additional payment or gestation fee at pregnancy/stud certificate Pregnant with stallion: Expected date:
<p>Only for Graded stud stallions <i>Type of grading</i> Graded for which studbooks</p>	<input type="checkbox"/> Registered stallion, studbooks: <input type="checkbox"/> Licenced stallion, studbooks: <input type="checkbox"/> Approved stallion, studbooks:
<p>Only for Embryos (type an X)</p> <p>- For the stabling of embryo carrying mare: Both options are also possible, or let us know your preference:...</p> <p><i>+ send a photo / scan of the proof of pregnancy and embryo certificate</i></p>	<input type="checkbox"/> In natural mother <input type="checkbox"/> In surrogate mother <input type="checkbox"/> Frozen <input type="checkbox"/> Stud fee has been paid in full <input type="checkbox"/> No additional payment or gestation fee at pregnancy/stud certificate <input type="checkbox"/> Embryo in Mare: staying at the seller's location after the auction until weaning of the foal. (the auction asks the buyer additional €1500,00 for the seller's expenses) <input type="checkbox"/> Embryo in Mare: stabling at the buyer's location after the auction until weaning of the foal. (the auction asks the buyer for a refundable deposit of €1500,00)
<p>Only for semen (type an X)</p> <p>- It is important to declare which conditions/restrictions, if any, apply to the buyer.</p>	<input type="checkbox"/> Standard straw <input type="checkbox"/> Diluted straw (for ICSI) <input type="checkbox"/> Free to use for ICSI <input type="checkbox"/> Send proof of purchase (prices may be blacked out) <input type="checkbox"/> Stud fee has been paid in full <input type="checkbox"/> No additional payment or gestation fee at pregnancy/stud certificate <input type="checkbox"/> Possible additional payment at pregnancy/stud certificate: <input type="checkbox"/> No restrictions <input type="checkbox"/> Possible restrictions:

PEDIGREE

(or send picture/scan passport pedigree page)

SIRE:		
DAM:		

MEDIA and EXAMINATIONS

-> email/WeTransfer all to info@baltichorse.auction
(use the name/UELN of horse as subject, please)

Pictures	- pictures of head, profile left + right, general, leg position, possible scars or remarks...
Passport	- picture or scan of cover, identification page, pedigree page
Other	- stud certificate, pregnancy certificate, embryo certificate
Videos	- gaits: walk, trot, canter + free jumping or course jumping and/or dressage... - optional: behaviour in handling in the stable, on the trailer, in traffic...
Examinations - Preferably in English	- X-rays pictures complete set - X-ray report (max. 12 months old) - Clinical report (max. 45 days old) For embryos or pregnant mares: - Proof of pregnancy, Embryo certificate, Stud certificate, Proof of full payment

PRESENTATION

Horsetelelex link (or other relevant source)	
BHA Select Sale ☆	<input type="checkbox"/> No <input type="checkbox"/> Yes ☆ BHA Select Sale section = horses with remarks: f.ex. on examination, stable vices, behaviour... + add a description/reason in the presentation text below.
Displayed location for pick-up - Province or County - Country	
Info for presentation text: <i>(concise, appealing, honest and complete - we can correct and translate)</i> ...	

The seller declares that this registration has been filled out truthfully, correctly and completely. By participating in the auction, the General Terms and Conditions and the other conditions (for Sellers) as published on <https://baltichorse.auction/conditions> are accepted as read and approved.

At printed submission of this Application, please sign each page of the General Terms and Conditions and Provisions for Sellers as attached to this form.

GENERAL TERMS AND CONDITIONS – BALTIC HORSE AUCTION – “FUTURE STARS” EDITION

PART B – Additional Provisions for *Sellers of Estonian Sport Horse Society*

In case the Participant in the Auction is a Seller, they will be subject to the General Provisions for the Seller as well as the General Provisions, as included in this Part D of the General Terms and Conditions.

1. GENERAL – REGISTRATION OF LOTS AND SELECTION FOR THE AUCTION

- 1.1. The organization, preparation and implementation of the auction is determined solely by BHS. This means among other things that BHS determines the course of events prior to and during the Auction, and has the authority not to auction or to change (the composition of) one or more lots, to not recognize a bid and declare it invalid, and suspend, resume, extend or cancel the auction and/or take other measures it deems necessary.
- 1.2. “Future Stars” Auction is open for bidding from September 16, 2021 until September 19, 2021. BHS determines the exact times when the Auction occurs.
- 1.3. Registration of the Lots is open from August 23, 2021 until September 5, 2021 at 23:59 CET +1.
- 1.4. Through the Registration, the Seller commissions the BHS to auction a specific Lot – a Horse – at Auction and to sell it at the highest bid after Award by BHS on behalf of the Seller in the context of the Auction Service, provided that this specific Lot has been accepted by BHS and admitted to the Auction, and that the Seller has also fulfilled all other obligations incumbent upon him.
- 1.5. The selection for “Future Stars” Auction is open to young Horses (age from 3 to 7 years. The enrolment of the Horse is effected by the completion, signing, and return of the BHS Registration Form by the Seller. Seller can also register the Horse for selection on BHS Auction Website via the link "Register your horse" .
- 1.6. By registering a Lot with BHS, the Seller agrees unconditionally to the General Terms and Conditions and to the current Seller Terms and Conditions of the Auction, including but not limited to the Registration Fee, and all legal relationships with BHS and the Buyer that would result from this Registration.
- 1.7. The Seller undertakes to check the accuracy of the information in the digital catalog after the registered Lot has entered the Auction Website, as stipulated in these General Conditions, with regard to the Horse registered by the Seller, and to notify BHS in writing of any inaccuracies no later than five (5) calendar days prior to the Auction, specifying in as much detail as possible which changes or additions should be made.
- 1.8. BHS has the right at all times to refuse a Horse to be admitted to the Auction, without stating reasons. BHS is never required to compensate the Seller for any costs incurred, on any grounds whatsoever, in connection with Registration and / or selection.
- 1.9. BHS shall never be obliged, on any basis whatsoever, to reimburse costs incurred by Seller in connection with the Registration and/or selection.
- 1.10. The terms imposed on a Horse, Registration and Seller by BHS in the context of the Auction are solely made in the interest of properly conducting the Auction.

2. FEES AND PAYMENT OBLIGATIONS FOR THE SELLER

- 2.1. Non-refundable all-in Registration fee is applicable to each Lot that is registered and is accepted for the Auction. The fee is payable directly to BHS based on the invoice that will be issued to the Seller immediately after acceptance confirmation. The fees are as follows:
 - Horses of 3 to 7 years: EUR 20 excl 21% VAT per one entry
- 2.2. The Registration Fee is payable before the Lot is being published in the Online Auction catalogue, and Seller is bound by the General Conditions and the Seller Conditions. If the Seller fails to pay the Registration fee within its due date, BHS has the right to withdraw the acceptance of the Lot, the Lot will not be published in the Online Auction catalogue and will not enter the Auction.

3. GUARANTEES AND INDEMNIFICATION

- 3.1. Seller guarantees to the Buyer as well as to BHS:
 - that they can transfer free and unencumbered ownership of the Horse.
 - That the Horse will be free of prohibited substances as included on the most recent Equine Prohibited Substances List' (EPSL) of the Federation Equestre International (FEI) and posted on the website of the FEI (www.FEI.org) during the selection procedure, the Auction and on the moment of delivery. During the selection process and prior to the Auction, BHS will be entitled to take blood or urine samples in order to test for prohibited substances.

- the comprehensiveness of the (results of) tests. Seller shall indemnify BHS against any claims, irrespective of their scope and nature and irrespective of by whom, for any non-conformity with respect to a sold Horse discovered during or after the Auction.

3.2. The Buyer shall indemnify BHS against claims made by the Buyer and/or a third party (or parties) arising from Seller's failure to comply with the guarantees referred to in this article or any other claim by third parties.

3.3. If it becomes evident that prohibited substances were administered to a Horse, the Seller shall be obligated to take back the Horse immediately. All costs connected to this shall be borne by Seller. Seller shall remain obligated to BHS to fulfill all its payment obligations arising from the Agreement and these General Auction Conditions, to the extent that these relate to compensation for BHS.

4. BUYBACK

4.1. A Horse put up for an Auction will always be sold, unless there's no bid for it. If no bid is placed, the Seller must buy back the Horse for the opening bid. In that case, the opening bid will be considered the Auction Price.

4.2. A Seller that buys back a Horse that they themselves offered at Auction will also be considered a Buyer.

4.3. If the lot is bought back by the Seller there are no additional selling costs/commissions for the Seller.

5. NON-PARTICIPATION TO AUCTION BY REGISTERED HORSE

5.1. If a registered Horse does not participate in the Auction and the Seller does not report this or has not withdrawn the registered Lot at least five (5) calendar days prior Auction start, the Seller shall owe to BHS, in addition to the Registration Fee, a penalty of EUR 1,000.00 per Horse, which cannot be offset, immediately and without notice of default being required.

5.2. The penalty referred to in paragraph 5.1. of this article does not apply in the event that a Lot is unable to participate in the Auction. Only if the Seller can demonstrate, by submitting a veterinary report from a licensed veterinarian, that the Horse is unable to participate in the Auction, the penalty referred to in paragraph 5.1. of this article will not apply.

5.3. BHS may at all times refuse the non-participation of a Lot in the event of a failure to comply with the aforementioned requirements or on other grounds, to be determined by BHS. BHS is never obligated to pay compensation of any damage and/or costs to the Seller arising from or as a result of a decision within the meaning of this paragraph.

5.4. Seller has a right to withdraw its horse from the Auction 5 days before the auction live date, by notifying BHS in writing (via email or a letter). In case of a withdrawal, the Auction registration fee as stated in Article 2.1. of these Terms and Conditions will not be refunded.

6. PAYMENT CONDITIONS AND TRANSFER OF THE PURCHASE AFTER THE AUCTION

6.1. As an intermediary, BHS has the Buyer with the highest bid to fill out and sign a Purchase Contract and then requests the Buyer for full payment, on behalf of the Seller.

6.2. No horses may be transferred to the Buyer or transporter or other third parties before BHS has confirmed in writing that the full payment has been verified on the BHS' account.

6.3. BHS will attempt to collect the amount due from the Buyer within 15 days after the auction. However, BHS is not responsible for the collection or cannot be held liable if this collection appears to be impossible for whatever reason. The Seller explicitly acknowledges and accepts that BHS is not liable for the inability to trace the identity of the Buyer, or for non-payment by the Buyer.

6.4. After receiving the full payment from the Buyer on BHS bank account, BHS then sends the Seller and the Buyer the contact details of both parties in regards to making an appointment for the transfer/delivery/collection of the Horse.

6.5. In case if the Buyer is a legal entity, the Seller will have to provide a final sales invoice on Buyer's name. In case of a private sale, the Seller will draw up a Sales Agreement between Seller and Buyer.

6.6. The delivery/collection of the horse and the transfer take place at the expense, risk and responsibility of the buyer and seller according to their mutual agreement. The Seller provides the assistance that may reasonably be expected and takes care of the lot up to and including collection, as befits a good custodian.

6.7. BHS transfers the final Lot sales amount to the Seller within 15 days after a written proof of transfer of the horse, its passport and invoice to the Buyer has been received.

6.8. After the auction is closed, BHS does not publish any public lists with prices and/or individual names of Buyers or Sellers.

PART D – Additional Provisions Horses

In the event of a Horse enrolment to the Auction, in addition to the General Terms and Conditions, the specific, additional provisions, as contained in this Part D of the General Auction Conditions, shall apply.

1. REGISTRATION AND SELECTION

1.1. The Horses registered for the Auction must be:

- 1.1.1. free of observable faults, including but not limited to stable vices, unless notified prior to the sale, such as air sucking, systematic weaving, box walking or crib biting and was not denerved, intubated or otherwise operated on or treated for defects in the airways,
- 1.1.2. have been deemed acceptable by a recognized inspection veterinarian during a sport inspection, from which the Seller shall submit a veterinary report to the BHS when registering the Horse for the Auction.
- 1.2. Seller must explicitly notify BHS in written in case the registered Horse is suffering from any of the vices mentioned in article 1.1.1, and must make a clear remark on the registration form. In case of any present stable vices the Horse can only enter the Auction as a “BHA Select Sale” Auction category, and this should be duly noted on the registration form.
- 1.3. All adult Horses in the Auction must be:
 - 1.3.1. examined clinically (within 45 days before the auction);
 - 1.3.2. in relation to sports horses – examined radiographically (within 12 months prior to the auction) and they must be approved for the sport recently.
 - 1.3.3. in order with the basic vaccinations and free of contagious diseases such as glanders, fungus, for which a respective veterinarian remark should be made in horse’s passport.
- 1.4. If there is no inspection yet for the Horse in question, this must be done by order and at the expense of the Seller, by a freely selected veterinarian. The inspections and reports should be forwarded to BHS for publication (preferably in English) in the online Auction catalogue.
- 1.5. Medical examinations (clinical report, radiographic examination report and images’ set) must also be submitted in time and in full by e-mail or WeTransfer (<https://wetransfer.com>) in a standard digitally readable format (jpeg, png, pdf, dicom). If inspections/xrays have not yet been made, please inform us at info@baltichorse.auction for an alternative solution.
- 1.6. It is a sole responsibility of the Seller to check the accuracy of Horse data submission and to confirm that all information is true and correct. The Seller is liable to verify the online Auction catalogue entry after the Horse has been published, and to inform BHS in a timely manner should there be any errors. BHS cannot be held accountable in any way for possible errors, omissions, or lack of information about the condition of a Horse that might hypothetically influence the course of Auctioning for a particular Lot.
- 1.7. The Seller is liable to provide correct business details, such as but not limited to, juridical status, company or personal details, state registration number within local jurisdiction, VAT status, and any other details or references that BHS may request during the process of registering the submitted Horse for the Auction.
- 1.8. Seller remains responsible for care and supervision of the Horse after Registration for the Auction.
- 1.9. Try-outs for ridden sports horses may need to be arranged, before the Auction starts, in which case the BHS will contact the Seller and agree on date, time and location for the trial, and the Seller will facilitate the trial as requested by the BHS to the best of his ability.
- 1.10. The Seller is responsible for providing adequate supporting sales material about its Horse, such as but not limited to presentation photos, videos, pedigree, competition results and other relevant information, to compile a complete and truthful representation of the Horse.

2. DELIVERY

- 2.1. The Buyer is obliged to take possession of the purchased Lot at the place and time as specified by BHS/Seller, within 15 days after the auction, on presentation of a valid proof of identity but not before the Buyer has settled all full purchase amounts as stipulated in Article 7.4. of the General Terms and Conditions Part A.
- 2.2. The costs for transport and possible associated costs such as health certificates, Traces, blood tests or quarantine are at the expense of the Buyer.
- 2.3. The delivery of the purchased Horse will take place by acceptance of the Horse at Seller’s premises or the (stable) address indicated by Seller, unless otherwise agreed between Seller and Buyer.

3. RISK TRANSFER

- 3.1. Any risks related to the purchased Lot shall be transferred to the Buyer immediately after the Auction Award has been confirmed, and any responsibility and liability, as well as all risk factors are transferred to the respective Buyer. The Buyer shall indemnify BHS and Seller from any claims brought by third parties.
- 3.2. Without prejudice to the other provisions in these General Terms and Conditions, Buyer and Seller shall indemnify the BHS against all claims by third parties relating to the non- compliance with the provisions of Article 3.