

Listing Agreement

Welcome to Dream Chaser Equine Auctions, LLC!
PLEASE READ AND REVIEW THE TERMS THOROUGHLY

As a seller, owner, consignor, agent, or other interested party (referred to herein as “Seller”) you understand and agree that by listing an auction with Dream Chaser Equine Auctions, LLC (“Dream Chaser”) you are legally bound by the terms of this listing agreement.

All information provided by participants during the registration process must be current, complete, and accurate. Sellers must be 18 years of age or older. Dream Chaser, at its sole discretion may refuse services to anyone at any time.

Bidders agree to keep their username and password confidential, as they are responsible for ANY and ALL activity involving their account.

Auction Fees:
Horse:

Subscription fee: An annual subscription fee of \$150 shall be paid to Dream Chaser upon execution of this Listing Agreement and on the yearly anniversary of this Listing Agreement. Seller shall be entitled to list as many horses as Seller would like as long as the subscription fee is paid for such year. The subscription fee is non-refundable for any reason.

Related Item:
There is no additional fee for related items sold with a horse. The horse and related items, if any, are referred to herein as a “Lot”.

No Lots will be listed on the auction until the subscription fee for any given year has been paid in full.

Once a Lot has been entered and listed for sale through the auction, the Lot shall remain in the auction until the auction period has ended and auction completed. The Lot may not be withdrawn from the auction or sold privately during the auction period without written agreement of Dream Chaser and payment of entry fees and commissions.

The Seller agrees that they are responsible for paying Dream Chaser's commissions within five (5) days of the date that the Lot is sold through the auction. Commissions may be paid by check, wire transfer, or credit card. Any fee or commission not paid within five (5) days will be subject to penalty fees and interest at a rate permitted by law. The Seller also agrees that all actions relating to or arising out of any unpaid fee or commission shall be brought in a state court with subject matter jurisdiction located in Lafayette County, Wisconsin. In addition, Dream Chaser shall be entitled to reimbursement for all its costs including, without limitation, reasonable attorney fees associated with collecting unpaid fees and commissions.

Reserves:

A reserve is the minimum price that a Seller will accept for a Lot. If a Lot has a reserve, it will not be sold unless the reserve price is met or waived. A Seller is not required to disclose their reserve price to a bidder. If a Seller or consignor wishes to enforce a reserve price it is their sole responsibility to provide the complete and accurate information to Dream Chaser in writing at the time of entry. Under no circumstances shall Dream Chaser be held responsible for any shortfall in an auction in which a reserve was not clearly communicated, in writing, by the Seller to Dream Chaser.

Each auction will have a start date, end date and time. The closing time of a Lot is automatically extended by an additional 5 minutes whenever a bid is placed within the last minutes of the Lot's closing time, and will continue to be so extended until five (5) minutes elapses with no advancing online bids received, after which bidding on the Lot will close. This feature allows all bidders an equal opportunity to be the high bidder.

The highest bidder for any Lot shall be the winning bid subject to the minimum reserve price. Dream Chaser will inform the winning bidder on the next business day following the conclusion of the auction and will share appropriate contact information between the Seller and buyer.

Representation:

Dream Chaser is an online auction website offering Sellers an opportunity to promote and sell their horses and related items. Dream Chaser or any representative thereof does not act as agent for or represent the buyer or Seller, but only provides a medium for bringing together the buyer and Seller. Dream Chaser reserves the right, for any reason, in its sole discretion, to terminate, change, or suspend any aspect of the auction sale.

Accuracy of Descriptions:

Dream Chaser will list the information provided by the Seller from the entry form submitted. It is the Seller's responsibility to check for listing accuracy. Should the Seller notice any inaccuracy they should notify Dream Chaser immediately so that the information may be corrected. Participants agree that Dream Chaser shall not be responsible for the accuracy or completeness of any information provided contained on any page or link associated with the Dream Chaser website. Sellers are responsible to provide Dream Chaser with the most accurate information possible regarding their auctions. Dream Chaser is not responsible for any information provided by the Seller. By selling through Dream Chaser, Seller agrees to indemnify, defend, and hold Dream Chaser harmless from any claims of any kind arising from false, misleading, or inaccurate information provided by Seller to Dream Chaser.

Bidder's Inspection:

Upon reasonable notice from a bidder, owners, Sellers, consignors and agents agree to cooperate in facilitating any the inspections of any horse listed through Dream Chaser.

Registration Certificates & Titles:

The Seller certifies and acknowledges that Seller is the lawful owner of the consigned Lot and all individual items therein, is lawfully able to transfer title, and that the Lot and each item therein is free from all debt or lien. Seller, by listing with Dream Chaser, agrees to indemnify, defend, and

hold harmless Dream Chaser from any claim of any kind arising from a false, misleading, or inaccurate certification hereunder.

Coggins/Health Certificates:

The Seller shall provide buyer with a current negative Coggins Test. If the horse will be transported out of the state in which it is located when listed, Seller shall also provide buyer with a current Health Certificate.

Purchase Agreement:

CONTRACT FOR THE SALE IS BETWEEN THE BUYER AND SELLER.

It is the responsibility of the Sellers and buyers to prepare and execute an appropriate purchase agreement and any related documents following the conclusion of the auction. Risk of loss passes immediately from the Seller to the winning bidder at the close of the auction. The winning bidder shall be responsible for all custody and transportation expenses, as well as any other expenses relating to the wellbeing of the horse/item. Sold horses and items must be removed from the Seller's property in a timely manner. Participants agree to indemnify, defend, and hold harmless Dream Chaser from any damages or liability arising out of or relating to the possession, custody, control or care of any horse/item sold or purchased by them or their agents including, without limitation, any damage or injury to the horse/item or caused by the horse/item.

Payment to Seller and Transfer of Possession:

DREAM CHASER IS NOT RESPONSIBLE FOR ANY FINANCIALS OR GUARANTEES.

Once full payment has been received the Seller agrees to execute all necessary papers and titles and to take all steps necessary to transfer ownership and registration of the horse/item to buyer. This includes any documentation for the buyer to register any foal-by-side, in utero, embryo transfer or stallion breeding.

Interruption of Service:

Dream Chaser will not be held responsible for any interruption in service, internet connection, computer or system errors, and does not guarantee continual, uninterrupted or error free service or use of the website. Seller acknowledges that auctions are conducted electronically and rely on hardware and software that may malfunction without warning. Dream Chaser, in its sole discretion, may void any sale, temporarily suspend bidding and re-sell any items or lots that were affected by any malfunction.

Governing Law:

These terms and conditions and its interpretations will be governed by the laws of the State of Wisconsin. Any suit relating to this agreement must be brought in a court of competent jurisdiction located in Lafayette County, Wisconsin. In any litigation or other legal proceeding which may arise between any of the parties hereto, the prevailing party will be entitled to recover its costs and expenses, including court costs and expenses incurred on appeal, and reasonable attorneys' fees.

Indemnification:

Seller and buyers agree to save, hold harmless and indemnify Dream Chaser and its respective representatives, directors, officers, owners, members, employees, agents, partners, officers and/or any person or entity acting on their behalf, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from (i) personal injury or death of any person (including but not limited to employees of owner/Seller or buyer) or any horse/item, including but not limited to any claims arising out of injuries or damages caused by the horse/item after the close of an auction, and (ii) property damage, including loss of use thereof, economic loss or otherwise, arising or growing directly or indirectly out of owner's/Seller's or buyer's use of any of the facilities in connection with the sale, the conducting of the sale or anything occurring in connection with the sale.

The foregoing indemnity obligations shall apply whether or not the claim or liability in question results or is alleged to result in whole or in part from the sole, concurrent, or comparative negligence or strict liability of Dream Chaser, its agents, employees, partners, directors, officers and/or any person or entity acting on its behalf, or any defect in the premises, equipment or tools owned, operated or controlled by auctioneer. Thus, it is understood and agreed that in no case shall Dream Chaser, its employees, agents, directors, partners or officers be responsible for any loss, death, damage or injury of any character to any person, animal or article arising from or occurring from any sale.

Revisions:

Dream Chaser may revise and update this listing agreement from time to time in its sole discretion. All changes are effective immediately upon posting and apply to all access to and use of the website thereafter. Any listing on the website following the posting of a revised listing agreement means that you accept and agree to the changes.

BY LISTING AN AUCTION THROUGH DREAM CHASER, SELLER AGREES TO BE BOUND BY THE TERMS OF THIS LISTING AGREEMENT.