



Bidder #
Office Use Only

Phone & Absentee Bidding Authorization Form

Sale Name & Location: _____

Buyer's Name (please print): _____

Primary Phone: _____ Secondary Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____

SHIPPING INFORMATION FOR MULE(S) PURCHASED

Address: _____

City: _____ State: _____ Zip: _____

PAYMENT METHOD (please choose one):

_____ E-Check Routing # _____ Account # _____

_____ Credit Card Type _____ Credit Card # _____

Expiration Date _____ Verification Code _____ (3 digits on the back)

BANKING INFORMATION ~ New Bidders ONLY for verification of account.

Bank Name: _____

Bank Phone: _____ Bank Account #: _____

By signing this form, I authorize MM Auction Services, LLC to charge the total amount due including all fees to the payment method chosen above. Furthermore, I understand there is no fee for e-checks but there is a 3% convenience fee to make payment with a credit card. International purchases acquire a 4% convenience fee or can pay by wire transfer. I understand the phone bidding buyer's premium is 2% of the total sale price. I also understand and agree to the charges of \$100/mule after the 4th mule I choose to bid on. I understand the per mule fee is nonrefundable but applied to invoice.



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BIDDING PREFERENCE (please choose one):

_____ PHONE BIDDING: I would like to be contacted by the phone numbers above to bid by phone.

_____ ABSENTEE BIDDING: I would like to have MM Auction Services bid on my behalf for no more than the maximum amount listed on each mule below.

MULES OF INTEREST

(Maximum amount is required for absentee bidding only.)

LOT # _____ Mule & Consignor Name _____ Max \$ _____

LOT # _____ Mule & Consignor Name _____ Max \$ _____

LOT # _____ Mule & Consignor Name _____ Max \$ _____

LOT # _____ Mule & Consignor Name _____ Max \$ _____

NOTE: To bid on more than 4 mules, you must first pay \$100 per additional head to bid. This payment is non-refundable but will be applied to your final invoice if you purchase a mule.

TERMS & CONDITIONS

Buyers please read all terms & conditions of this sale which are listed on our website and page 3-5 of this form. You will be bound by all terms and conditions whether you choose to read them or not. All responsibilities and guarantees are between the buyer and seller ONLY. MM Auction Services, LLC acts as agent only. Buyer is bound by the terms & conditions by signing page 5 of this form.

PHONE BIDDING PROCESS

The mule(s) you choose above to bid on will be assigned to one of our employees. They will contact you the morning of the sale to touch base and discuss the process. During sale time, please know that it will be loud in the auction room and hard for both of you to hear. Prior to the mule going in the ring, you will receive a call on your primary phone. If you don't answer that then they will call your secondary number. The bidding process will be reviewed prior to the mule selling. Because of the sale being loud, please only say "yes" or "no" as to whether you want to bid. Other words sound too much alike. We sell an average of 15-20 mules per hour, 3-4 minutes per mule so you can estimate the time we will be calling.

PAYMENT

Shall you make a purchase, MM Auction Services will email you an invoice for full amount due including all fees and final bid price. Fees include but are not limited to: health inspection, brand inspection, boarding, phone bidding convenience fee, credit card convenience fee, and sales tax. MM Auction Services will call to collect payment. Please be patient as they checkout buyers at the sale first then contact you. International buyers are only eligible to pay by credit card or wire transfer. Mules get to leave once payments are made in full.

By signing below, I hereby agree that I authorize MM Auction Services Sales Representative to bid on animals for the above price as an absentee bid or that I will bid by phone and give permission to have MM Auction Services Representative bid by phone with me on my behalf. I agree and abide by all terms and conditions listed on the website that I have an account as shown above and will make payment as described.

BUYER SIGNATURE: _____ Date: _____

Please complete this form and email to info@mmauctionservices.com along with a copy of your valid driver's license all in one email.

Buyers are required to read the following sale terms & conditions in order to bid. Then verify you have read and agree to them all by signing on page 5.

1. Phone Bidding & Absentee Bidding: Serious buyers only! There will be a 2% buyer's premium fee applied to all phone and absentee winning bids. To bid on more than 4 mules, you must first pay \$100 per additional head to bid. This payment is non-refundable but will be applied to your final statement if you purchase a mule. In order to bid, you will need to fill out our [Phone/Absentee Bidding Form](#). All registered phone bidders are required to provide us with a payment form prior to bidding. New bidders need to provide us with their bank contact information, bank account number, and copy of driver's license. Email all information in one single email to info@mmauctionservices.com stating how you plan to bid.

2. Payment: Payment in full is required to be made to MM Auction Services promptly when they call for payment by credit card or e-check. International purchases are payable only by credit/debit card or wire transfer. A 3% convenience fee will be charged if payments are made with a credit or debit card (4% international). By making payment with your card, you acknowledge that you waive the right for a return of mule(s) along with any and all refunds of monies paid, etc. in conjunction with any purchases at this sale/auction from MM Auction Services, LLC. MM Auction Services is a pass-through agency and does not hold funds for guarantees, returns or refunds of monies paid on animals purchased at auction. There is an 8.1% sales tax rate in Utah and will be applied to all winning bids. For Utah residents, you will be required to fill a [Resident Exemption Form](#) out and turn it into our office before paying for your purchase. For a nonresident, you will be required to fill a [Nonresident Exemption Form](#) out and turn it into our office before paying for your purchase. All buyers agree to not place any kind of charge back on any payment made towards the purchase of a mule. Buyers that are tax exempt agree that their tax-exempt forms are filled out in full. If the state of Utah decides they are not, Utah will collect from the buyer only and not MM Auction Services because of buyer neglect.

4. Consignor's Guarantee: Based upon representations made solely by the mule consignor, all mules consigned have passed our vet check & sifting process prior to the sale. All mules are sold guaranteed sound by the consignor only that at the time of sale the mule was sound of limb, wind, and eye unless other announcements are made from the auction block. This soundness guarantee shall be exclusively between buyer and seller ONLY and does not include any other persons. Buyer understands and agrees that MM Auction Services is not responsible to perform any inspection or to independently confirm or verify the soundness of Consignor's mule. Buyer understands and agree that MM Auction Services is unaware of the condition of Consignor's mule, and therefore is relying solely upon representations made by Consignor regarding the condition of the mule and that the mule is sound. All soundness guarantees do not include any time period following the sale including transportation. Buyers are encouraged to purchase "drop of hammer" equine insurance to protect their investments. Shall any soundness disputes arise; the buyer must contact the seller and settle the dispute between the two of them and Buyer agrees to indemnify, release and hold harmless MM Auction Services, Colby or Codi Gines, Chrome in the Canyon Premier Mule Sale, or Bryce Canyon Mule Days to and from any claims, liability or damages which may be asserted by buyer of the mule on account of any breach of warranty, breach of promise or alleged misrepresentation. In the event it is determined that the defect was present at the time of sale, the consignor is required to trade the buyer a mule of same value or pay them back purchase price minus auction fees. If the mule is determined not to have the alleged defect, the sale of said mule is valid and enforceable and purchaser assumes all costs of examination, treatment, and sale purchase price. Soundness does not guarantee pass of a check by any vet or trainer following the sale. Buyers are to ride and visit the mule before the sale giving them confidence they need to bid come sale day. If they want additional x-rays, they need to have them completed before the sale at their own expense. The buyer understands and agrees that the consignor of each animal (and not MM Auction Services or Chrome in the

Canyon Premier Mule Sale) represents and warrants to the buyer, Chrome in the Canyon Premier Mule Sale, MM Auction Services LLC to include but not limited to the following:

- Title of the animal, free from all claims of ownership
- Sound of limb, eyes, and wind
- Not a cribber or wind sucker
- Not cryptorchid
- Be exactly what they represent them to be.
- If said mule is not what the consignor represents it to be, Consignor will be expected to take the mule back and give the buyers a mule that they claimed to have purchased.

7. Requirements for Transport:

- Brand Inspection – Required by the State of Utah on all sale mules: A brand inspection (AKA Ownership Papers) is included with mule payment at checkout and must be obtained from the brand inspector once you have paid for your mule(s) \$10 fee charge.
- Coggins – Required for transport in and out of Utah: All mules sold are required to provide a negative coggins test current within six months of sale date (provided by consignor).
- Health – Required for transport in & out of Utah: A veterinarian will be on grounds to provide all mules going out of state a current health inspection. Fees will be included with mule payment at checkout. \$40 per mule (International Health is additional \$200).

8. Transporters: We highly recommend that buyers hire a licensed and insured transporter. Yoder Equine Transporters is our sales exclusive transporter. Call ahead to get a quote 478-387-8582.

9. Equine Insurance: We highly recommend that buyers protect their investments and purchase equine insurance. Ingram Insurance Agency offers drop of hammer coverage and is our exclusive equine insurance provider. Call Jenifer @ 877-433-0300.

10. Care of & Pick-Up: Buyer assumes full ownership and responsibility of the animal from the time it is sold in the sale ring. It is the new owner's responsibility and sole risk from the time of purchase for proper feed, care, and maintenance. Buyers will be responsible to pick-up purchased mule(s) immediately following the sale or a \$50/night boarding fee will be assessed. Do not take sale numbers off the mules, as they will be needed for checkout.

11. Warranty: There is no implied warranty made by auctioneer or Sale Company as to the merchantability or fitness for a particular purpose of any animal in the sale, and buyer agrees that it is relying upon any warranties or representations made prior to or during the sale to be made only by and on behalf of the consignor. Buyer agrees that MM Auction Services LLC and Chrome in the Canyon Premier Mule Sale are serving merely as agents selling said mule(s) for the consignor as the principle. The seller/consignor is the sole responsible party for all representations, warranties, and guarantees expressed or implied concerning the condition of any mule and buyers should satisfy themselves concerning the condition before purchasing. Consignors will not refund money because of human/animal personality conflicts. Once again, buyers need to do their homework well in advance of the sale to find the sale animal that best fits them. The buyer and sale attendees further agree to hold the consignor, MM Auction Services LLC, and Premier Mule Sales harmless from all loss, cost and expense arising from illness, injury or death of such animal, or loss or damage to property, and injury or death of persons, caused by themselves, their agents, or employees, or by the animal, subsequent to the time of purchase.

12. Buyers Fees:

- Sales Tax: Utah applies an 8.1% sales tax
- Health Papers: \$40 health inspection fee/mule (International Health = \$200)

- Brand Inspection: \$10 brand inspection fee/mule
- Additional Buyer's Fees: 2% phone bidding fee – 3% credit/debit card convenience fee (4% international)

13. Stalls following the sale: All mules can stay in their current stall until noon the day after the sale. They must be checked out no later than noon. Nightly boarding rates do apply \$50/night.

14. Loading out: Buyers must have a paid invoice from the office for all load outs. Brand inspector and veterinarian will be on sight sale day for all proper paperwork.

15. Liability: Buyers, sellers, and spectators are cautioned to exercise care while attending the sale and enter premises at their own risk according to the laws of the State of Utah. Neither the owners nor any other persons connected with this sale assume any liability, legal or otherwise, for accidents to persons or property, before, during, or after the sale. Colby & Codi Gines, Premier Mule Sales Committee, MM Auction Services, LLC; its principals, directors, officers, agents, employees and volunteers, and each and every landowner, municipal and/or government agency upon whose property this activity is conducted, shall not be liable for injuries sustained by anyone attending the Premier Mule Sales. MM Auction Services, LLC & its associates act as agents only and are not responsible for buyer/seller error or misunderstanding. All guarantees are for the benefit and reliance by buyers, and are strictly between the buyer and the seller of the mule. All animals are sold "As Is". In further consideration of this sale, I agree to indemnify and defend Bryce Canyon Mule Days, Chrome in the Canyon Premier Mule Sale, MM Auction Services, LLC, Colby & Codi Gines, their agents and associates, from all injury, loss of equipment, loss of animal or damages to myself, my animals or damages or injury to others lien property from my animals, by entering this mule sale whether by negligence, breach of warranty, or any misrepresentation which is alleged to have been made about the soundness of any animal sold at the sale . MM Auction Services LLC will provide original papers and signed transfers to the buyer within 10 business days once buyers' payment has processed. The undersigned by executing this instrument delivers said agreement to MM Auction Services, LLC and declares them free of any and all claims. If any claim or dispute is asserted or arises out of or over the sale or consignment of any lot or animal sold at auction, it is agreed that venue for any dispute shall be resolved exclusively in the Courts in the State of Wyoming, and that Wyoming law shall control this transaction or any claims or disputes which arise directly or indirectly out of this transaction in all respects. **By purchasing a mule at Premier Mule Sales and/or executing this instrument, I verify that I have read the above information/terms & conditions in full and hereby agree to be bound by them.**

BUYER SIGNATURE: _____ Date: _____