## U.S. District Court Ordered Sale of Horses

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS - MCALLEN DIVISION K2 Solutions Inc. - Selling Agent for the United States Marshals Service ALL Horses Sell "AS IS" and with NO Warranties 7% Transaction Fee on All Purchases

AUTHORITY - Horses are being sold under the authority of the UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS, MCALLEN DIVISION. Click Here for the Granted Motion for Interlocutory Sale.

**INSPECTION OF HORSES** - Horses will be available for physical inspection by appointment only. USMS reserves the right to approve inspection or testing procedures.

**DEFENDANTS AND OTHER PROHIBITED BUYERS** – <u>USMS Policy Directive 13.7</u>, Persons Prohibited from Purchasing Forfeited Property stipulates that certain individuals are prohibited from purchasing forfeited property in the Department of Justice (DOJ) Asset Forfeiture Program, directly or indirectly (through another person or agent) and are therefore barred from placing bids to buy such property. **USMS Policy Directive 13.7** is incorporated herein by reference and all prospective bidders are encouraged to review it prior to bidding. Click Here for **USMS Policy Directive 13.7** 

**COLLUSION, BID-RIGGING, FRAUD** - Any attempt to unfairly affect the outcome of a sale shall because for immediate disqualification as an eligible Bidder.

**LIMITATION OF USE** – The Buyer of a horse agrees that he or she is not purchasing the horse for slaughter or for any person who plans to use the horse for slaughter. The Buyer further agrees not to use, or allow the use of, the horse slaughter while in his/her/its ownership or control.

**REPRESENTATION OF HORSE**: There is no warranty expressed or implied by the sales company, auctioneer, sponsors, or Seller, as to the performing soundness, merchantability, or fitness for any particular purpose of any horse offered in this sale. All horses are sold "AS IS" with all existing conditions and defects. Flashpoint Bloodstock, LLC, K2 Solutions Inc., Seller, and sales personnel assume no responsibility whatsoever to anyone for blemishes, defects, the physical condition or health of any horse and makes no warranties or representations of any kind in the sale. **THE BUYER HAS THE RESPONSIBILITY TO EXAMINE HORSES BEFORE BIDDING**. Buyer agrees to hold Flashpoint Bloodstock, LLC, K2 Solutions Inc., Seller, and sales personnel harmless from any claims arising out of any such inaccuracies or omissions.