



# FEDERAL, STATE, PROVINCIAL, FIRST NATION, TRIBAL, & TERRITORIAL CONSERVATION TAG/PERMIT AUCTION RULES

Your bid is a legally binding contract whether by phone, internet or in person. Should your bid be accepted as the winning bid, you are thereafter the Buyer. The winning bid is the Purchase Price. Prior to bidding, be certain to have all your questions answered. As auctioneer, The Wild Sheep Foundation acts as agent for the Seller, but is not a party to the contract, which was, established when you became the Buyer. The contract is made directly between the Seller and the Buyer.

## 1. BIDDING AND REPRESENTATIVES

(a) It is strongly encouraged that the actual hunter themselves bid on conservation tags, permits or licenses. In instances where a guide, outfitter or other representative is bidding for a hunter, the actual hunter's name, address and taxpayer identification number shall be submitted to WSF staff within five business days of the close of the auction. Outfitters, guides or other parties are not allowed to hold tags, permits or licenses for resale at a latter date.

(b) Bidders act as principal unless they have Wild Sheep Foundation's prior written consent to bid as an agent for another party. Bidders are personally liable for their bid and are jointly and severally liable with their principal if bidding as an agent.

## 2. REFUND POLICY

(a) Wild Sheep Foundation acts solely as a conduit for the auction and transfer of certain state, tribal, NGO, provincial and other similar conservation tags that may or may not allow the hunter beneficial opportunities otherwise not available through other means (hereinafter the "Seller"). Each tag, license or associated hunt has rules, regulations and refund policies different and unique to each lot. Please read the auction details carefully prior to bidding. In the event that the hunter/winning bidder cannot start, complete or utilize any auction tag purchased or won through a Wild Sheep Foundation conducted or sponsored auction or raffle for any reason including natural disasters, an otherwise "Act of God", unforeseen health incident, COVID 19 or other pandemic, international or state border closings, weather conditions, travel difficulties or other catastrophes/incidents that are out of the direct control of the agency directly issuing the permit, license or tag, the purchaser may not be eligible for a refund. As such, all refund negotiations will be between the Buyer and Seller who is directly responsible for the issuance of the permit, tag or license and not the Wild Sheep Foundation.

(b) The Wild Sheep Foundation has fixed expenses in conducting auctions involving conservation tags, permits and licenses. Depending on the individual arrangement with the state, province, tribal authority or other governmental or NGO selling the tag, permit or license the fixed expense associated with tag, permit or license normally five to ten percent of the hammer price shall not be eligible for refund regardless of any other refund arrangement negotiated between the Seller and Buyer.

## 3. PAYMENT AND COLLECTIONS

(a) If you are a successful Buyer of a Lot, you will receive by email an invoice from Wild Sheep Foundation as soon as reasonably practicable after the close of the auction. In the event of any discrepancy between notifications received by you and the invoice emailed to you by Wild Sheep Foundation, the invoice prevails. Terms and conditions regarding payment of the invoice are set out below.

(b) The invoice for the Purchase Price of the purchased Lot (the "Buyer's Invoice") which will include:

- (i) the Hammer Price;
- (ii) the Buyer's Premium; if applicable
- (iii) other premiums, taxes and fees; if applicable

(c) Unless otherwise agreed, payment of the total amount specified on the purchase invoice for a Lot is due by the Buyer immediately following receipt of the Wild Sheep Foundation invoice for the relevant purchased Lot and in any event no later than 48 hours after receipt of the invoice (the "Due Date"). Wild Sheep Foundation will only accept payment from the registered Bidder and we cannot change the Buyer's name on an invoice or reissue the invoice in a name which differs to the name of the registered Bidder. If you are registered to bid as a company, your company will need to pay for any purchases in the name of the company via an accepted payment method. Partial payment of a Lot, or payment across multiple credit cards for a single Lot, is not permitted. Further information regarding accepted payment methods is set out as follows:

(d) Payment may be in the form of personal or business checks, certified checks, traveler checks, money orders, or wire transfers. Credit cards are accepted only for conservation tag auction purchases with prior approval and are subject to a three percent surcharge. Transactions may not be deemed as complete for up to seven business days in order to allow payment to clear. Wire Transfers: please include your account name and lot numbers purchased as the "additional information" that you may provide when sending the wire transfer.

## 4. NON PAYMENT OF AUCTION ITEMS

If you fail to pay the total amounts due for the purchased Lot(s) in accordance with Condition 3(b) above in full by the Due Date, Wild Sheep Foundation will be entitled to exercise any or all of the remedies identified below.

(a) reject future bids from the Buyer or render such bids subject to payment of a deposit;

(b) charge interest at 1.5% monthly;

(c) resell the Lot by auction or private sale, with estimates and reserves at Wild Sheep's discretion. In the event such resale is for less than the Purchase Price and Buyer's Expenses for that Lot, the Buyer will remain liable for the shortfall together with all costs incurred in such resale; commence legal proceedings against the Buyer to recover the Purchase Price, and Buyer shall be liable for all attorney's fees, costs and interest incurred in such legal proceedings.