

**EL PASO COUNTY FAIR ASSOCIATION  
EL PASO COUNTY JUNIOR LIVESTOCK SALE  
CONDITIONS OF SALE AGREEMENT**

Assigned Buyer #:

**BUYER INFORMATION:** (Verify info & return signed copy to registration table-signature required in three (3) places)

**Individual Name:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Preferred Phone:** \_\_\_\_\_

**CONDITIONS OF SALE AGREEMENT (Agreement):**

By registering for a bidder's number, you (Buyer) are entering into an Agreement **DATED JULY 20, 2024**, with the El Paso County Fair Association, Inc. dba El Paso County Junior Livestock Sale Committee (Committee) with the following Conditions of Sale:

1. This Agreement applies to all animals purchased at the El Paso County Fair Association Junior Livestock Sale (Sale).
2. **BEEF, SHEEP, SWINE, POULTRY and RABBITS** will be offered as **TERMINAL ONLY**. All animals will be offered for sale and will transfer ownership to the highest paying bidder. Winning Buyer designates one of the following two options: **CUSTOM HARVEST OR BUYBACK**. The Sale Catalog provides additional information regarding the Terms of the Sale, Custom Meat Processor information, and Sale Order.
3. Buyer is invited to inspect all animals prior to bidding to determine condition and quality. No Guarantees or Warranties are expressed or implied. All purchases are as is where is.
4. Title and responsibility for the purchased animal transfers to the successful bidder, Buyer, when the auctioneer proclaims the animal "sold." In the event of a dispute between two or more bidders, the decision of the auctioneer is final.
5. Buyer understands and agrees that purchases made at the Sale are considered due and payable on the day of the Sale. In the event Buyer does not pay on Sale Day, payment arrangements must be made with the Sale Manager. Regardless, all monies must be received within ten (10) days of the closing date of the Sale. Buyer agrees to pay interest at a rate of 18%, commencing after the first 10 days on all outstanding funds.
6. Acceptable forms of payment are cash, business/personal check, or debit or credit card (plus 3.9% convenience fee on card payments). Checks should be payable to: El Paso County Fair Association - Junior Livestock Sale Committee. (EPCJLS). A valid driver's license or other acceptable ID must be presented and approved by the Committee or its agent. An additional \$35 fee is agreed to by Buyer on all insufficient fund checks.
7. If retaining the animal, Buyer agrees to have all animal(s) harvested within three days of purchase. Buyer **must** select a Processing Packer from the provider list included in the Sale Program. Buyer agrees **NOT** to transfer, gift or sell, a purchased animal prior to the animal being harvested. The Committee will haul the animal to the Processing Packer(s) designated by Buyer by person(s) authorized by the Committee. Buyer is responsible for payment of the full bid purchase amount to the Committee and will pay any associated custom processing fees directly to the Processing Packer(s) Buyer designated at the time of purchase.
8. If Buyer does not wish to retain the animal, the Committee agrees to buy the animal back from Buyer at the buyback amount listed in the Sale Program. Buyer will be responsible for payment to the Committee for the difference between the bid purchase amount and the stated buyback price.

9. Buyer understands and agrees that the individual signing this Agreement, may also be acting as an agent for someone else. The individual signing this Agreement is ultimately responsible for payment should the business, organization, etc. purchasing the animal fail to do so. Additionally, it is the sole responsibility of the individual signing the Agreement to recollect any payment(s) made by the individual from the business, organization etc.
10. Buyer understands that any violation of this Agreement may result in legal action.
11. **ADDED MONEY POLICY:** Buyers may designate money to be added to the winning bid on an exhibitor's animal. Added money is very welcome and will be applied to the final bid price that each exhibitor receives for his/her animal. However, in the interest of time, and in fairness to the primary buyers and other exhibitors, the auctioneers will not announce added money during the sale. Exhibitors will receive the names and addresses of any added money contributors. Buyers are encouraged to utilize the online portal at **stockshowacutions.com** to contribute Add-On monies. However, a buyer can also complete an Add-On Form which includes the Exhibitor's name, Exhibitor number, animal tag numbers and Add-On amounts and submit payment to the settlement clerk following the Sale.

By signing below, I affirm I have read the Agreement and voluntarily agree to terms and conditions that will be enforced on me, my business/organization and/or if I am acting as the agent for another individual, business or organization. In addition, I acknowledge and consent that an electronic copy or photocopy of this Agreement is legally binding in the same manner as the original.

BUYER SIGNATURE: _____  DATE: _____  DRIVERS LICENSE NUMBER: _____  STATE _____	El Paso County Fair Association Junior Livestock Sale Committee by:  _____ Manager Date: _____
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**GENERAL RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK, AND WAIVER**

As a Buyer, I understand I am exercising my own free choice to participate voluntarily in the Sale activities. I promise to take due care during such participation and hereby acknowledge that I have been informed and that I am aware of the hazards and risks which may be associated with my participation in the Sale activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against the Committee and its governing members. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage that I may sustain through my participation in normal or unusual acts associated with the Sale activities, regardless of whose fault may be the cause of my injuries or damages, EVEN IF CAUSED BY CARELESSNESS OR NEGLIGENCE, so long as the conduct which caused the injuries or damages was not grossly negligent, or willful and wanton.

FURTHER, I hereby indemnify and hold harmless the Committee, its governing members, any other persons or entities acting on their behalf, and their successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person who suffers any injury, disability, death or other harm, to person or property or both, as a result of my participation in and/or presence at the Sale activities.

I have been made aware of the inherent risks that may range from minor injuries, major injuries, catastrophic injuries and exposure to COVID. I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this General Release From Responsibility, Assumption of Risk, and Waiver. In addition, I acknowledge and consent that an electronic copy or photocopy of this General Release From Responsibility, Assumption of Risk, and Waiver is considered to be legally binding in the same manner as the original.

BUYER SIGNATURE	DATE
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**EL PASO COUNTY JUNIOR LIVESTOCK AUCTION**  
**EL PASO COUNTY FAIR ASSOCIATION AND STOCKSHOWAUCTIONS.COM ONLINE SALE TERMS AND CONDITIONS**

**BEEF, SHEEP, SWINE, POULTRY and RABBITS** will be offered as **TERMINAL ONLY**. All animals will be offered for sale and will transfer ownership to the highest paying bidder. Winning Buyer designates one of the following two options: **CUSTOM HARVEST OR BUYBACK**.

Simulcast online bidding is available via the stockshowauctioms.com online portal. Buyers must be registered through the portal to bid online.

Phone or proxy bidding options are available by contacting the Sale Manager at the phone number or email listed below. If you have questions or need more information, please contact:

Sale Manager: Patty Woodard; Phone: (719) 439-2010; Email: [epcojlivestocksalecommittee@gmail.com](mailto:epcojlivestocksalecommittee@gmail.com)

**ADD-ON OPTION: AN ADDITIONAL WAY TO PARTICIPATE AND SUPPORT THE EXHIBITORS**

Those desiring to assist individual exhibitors through financial donations may place "Add-Ons" on specific lots. These addon monies will be credited to the exhibitor. There is no transfer of lease or ownership implied to any lot by placing "Add-Ons" contributions on a lot. Add-Ons contributions are to be strictly considered a gift to the exhibitor.

Registered Buyers are encouraged to enter Add-On contributions through the Stockshowauctions.com portal. Click on the "Add On" tab and enter the Add-on contribution.

Add-on contributions will be accepted up until 5:00 p.m. MST on Tuesday, July 23, 2024.

**PAYMENT TERMS:** Buyers and contributors are asked to submit payment at the conclusion of the Junior Livestock Sale. Any arrangement for invoiced payment should be made in advance with the Sale Manager. Checks should be made payable to the El Paso County Fair Association. Electronic payments can be made by entering debit/credit card information into the Stockshowauctions.com platform. **Debit/Credit Cards will incur a 3.9% convenience fee.**

**CONDITIONS:** Any person placing bids on items in this auction agrees to these terms and conditions and understands that, by placing bids, they are entering into a binding contract between themselves and the consignor(s) and that they will be held financially responsible for their actions. StockShowAuctions.com (Online Sale Provider), Auctioneers, and El Paso County Junior Livestock Sale Committee (Committee), serve only as an agent between the buyer and seller and may not be held responsible for any livestock or merchandise. Furthermore, it is to be clearly understood that the Online Sale Provider, Auctioneers, Committee, and their representatives act only as a means between buyer and seller, and may not be held liable, financially, or otherwise, for any failure on the part of the same to fulfill any obligations set forth in this Sale or for the truth of any warranties expressed or implied. This catalog of offering has been prepared by the Committee and Online Sale Provider from information provided by the seller(s) and is assumed accurate as presented to us. The Committee and Online Sale Provider in no way guarantees age, pedigree, or reproductive status of the animals selling. All agreements and adjustments made are between buyer and seller and should be done in writing.

**CHECK OFF FEES:** The Committee is responsible to remit any check-off type fees required by law. The Committee assumes this responsibility and releases and will indemnify and defend the Online Sale Provider and buyer(s) from the Committee's failure to remit such payment to the appropriate agencies.

**BIDDER SECURITY:** As a Bidder, you are responsible for any bids placed by you or a designated representative under your bidding number and password. The security of your Bidder information is your sole responsibility, and the Bidder will be responsible for any and all bids placed under the assigned number. If, at any time, you feel that your Bidder number and password have been compromised, due to lack of security on your part, you must notify the Committee or Online Sale Provider immediately.

**SIMULCAST AUCTIONS:** The Committee and StockShowAuctions.com will strive to provide the best possible experience and opportunity for all participants. In the event of a service provider failure (Electric, internet service provider,

telecommunications, or other necessary provider) or integral equipment failure internet bidding service may be interrupted in part or in whole. Every attempt will be made to restore internet bidding capability as quick and as much as possible. Any interruption in internet bidding may or may not stop the live portion of the auction. Each sale will solely determine what is best for their situation at the time of any disruption and all participants agree to hold sale harmless of such decisions.

**BID RETRACTIONS:** There are no bid retractions. ALL BIDS ARE NON-CANCELLABLE ONCE SUBMITTED. Once a bid is made and confirmed, it cannot be retracted. When a bid is made you manifest your intent and ability to buy the lot at the bid price. A false or fraudulent bid may result in legal action. Any winning Bidder who refuses to purchase the lot may be banned from all future online auctions.

**LOT REMOVAL:** Despite efforts to avoid the withdrawal of lots from the online auction sale after they are listed, it may sometimes be necessary to do so; therefore, the Committee reserves the right to withdraw a lot at any time before or during the online auction sale without recourse from such from bidders.

**AT YOUR OWN RISK:** The Committee and the Online Sale Provider are not responsible for injury or accidents. All animals become property of the buyer at the conclusion of the auction unless the buyer designates the animal as a buyback purchase. Consignors cannot be held responsible for the health or condition of animals after the conclusion of the auction.

By signing below, I affirm I have read the Online Sale Terms and Conditions and voluntarily agree to the terms and conditions that will be enforced on me, my business/organization and/or if I am acting as the agent for another individual, business or organization. In addition, I acknowledge and consent that an electronic copy or photocopy of these Online Sale Terms and Conditions is legally binding in the same manner as the original.

BUYER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Thank you for your support of the El Paso County Fair Junior Livestock Market Sale!!**