



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

Assigned Buyer #:

BUYER INFORMATION: (Complete info & return signed copy to registration table)

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

CONDITIONS OF SALE AGREEMENT (Agreement):

By registering for a bidder's number, you (Buyer) are entering into an Agreement **DATED JULY 19, 2025**, 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 three options: **RETAIN FOR OWN USE, SPRINGS RESCUE MISSION DONATION, OR BUYBACK**. The Sale Catalog provides additional information regarding the Terms of the Sale, Custom Processor information, and Sale Order.
3. Buyer is invited to inspect 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) business days of the closing date of the Sale. Buyer agrees to pay interest at a rate of 18%, commencing after the first 10 business 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 made 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 Custom Processor 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 designated Custom Processor 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 Customer Processor designated by Buyer at the time of purchase.
8. If Buyer wishes to donate the animal purchased to the Springs Rescue Mission, the Buyer is responsible for payment of the full bid purchase amount to the Committee. The Committee will haul the animal to the Custom Processor and arrange for the payment of any associated harvest fees.

9. If Buyer does not wish to retain the animal or donate the animal to the Springs Rescue Mission, 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.
10. 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 obtain reimbursement for payment(s) made on behalf of the business, organization etc.
11. Buyer understands that any violation of this Agreement may result in legal action.
12. **ADDED MONEY POLICY:** Buyers may designate money to be added to the winning bid of 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, 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. Additionally, 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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