

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

Assigned Buyer #:

BUYER INFORMATION:

BUSINESS NAME: _____

INDIVIDUAL'S NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE NUMBER: _____ **EMAIL:** _____

CONDITIONS OF SALE AGREEMENT:

By registering for a bidder's number you (Buyer) are entering into an Agreement **DATED JULY 17, 2021** with the El Paso County Fair Association, Inc. 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. 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.
3. Title and responsibility for purchased animal transfers to the successful bidder, the 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.
4. 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, all monies must be received within ten (10) days of the closing date the Sale. Buyer agrees to pay interest at a rate of 18%, commencing after the first 10 days on all outstanding funds.
5. Acceptable forms of payment are cash, business/personal check, or credit card (plus 3.9% service fee). Checks should be payable to: El Paso County Fair Association Junior Livestock Sale. (EPCJLS). A valid driver's license or other 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.
6. 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 the 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 Processing Packer(s) the Buyer designated at the time of purchase.
7. If the Buyer does not wish to retain the animal, the Committee agrees to buy the animal back from the Buyer at the buyback amount listed in the Sale Day Program. The Buyer will be responsible for payment to the Committee for the difference between the bid purchase amount and the stated buyback price.

8. Buyer understands and agrees that the individual signing this Conditions of Sale Agreement, may also be acting as an agent for someone else. This same individual is ultimately responsible for payment should the business, organization, etc. purchasing the animal fail to do so. It will be this individual's sole responsibility to recollect from the business, organization etc.
9. Buyer understands that any violation of this agreement may result in legal action.
10. **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, less commission, 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 cashier following the sale.

By signing below, I affirm I have read the Conditions of Sale 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.

BUYER SIGNATURE: _____

El Paso County Fair Association
Junior Livestock Sale Committee by:

DATE: _____

Manager

DRIVERS LICENSE NUMBER: _____

Date: _____

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 Sale Committee, its governing members, and any other persons or entities acting on their behalf, and the 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-19. 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 additional, I acknowledge and consent that a signed copy of this General Release From Responsibility, Assumption of Risk, and Waiver is considered to be legally binding in the same way as the original.

BUYER SIGNATURE

DATE

Please initial whether you grant permission to the Committee to provide your name, address, email, and phone number to the exhibitors for future contact and mailings: **YES** _____ I grant permission **NO** _____ I do NOT grant my permission

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