

10TH DISTRICT JUNIOR LIVESTOCK COMMITTEE, INC.

AGREEMENT TO OBTAIN BID NUMBER AND BID ON LIVESTOCK

THIS AGREEMENT is made as of the Twelfth (12th) and Thirteenth (13th) day of August 2023, by and between _____ ("Bidder") and 10th District Junior Livestock Committee, Inc., ("Committee"). Bidder and Committee agree to allow Bidder to participate as a bidder, with the intent to buy one or more lots at the Junior Livestock Auction during the Siskiyou Golden Fair ("the Auction") under the following terms and conditions:

1. Bidder agrees that if Bidder is the successful bidder on any lot sold at the Auction, Bidder shall be bound by the terms contained herein in addition to any other documents which may be signed by the Bidder.
2. To the extent an agent of the Bidder is a party to the 10th District Junior Livestock Committee Livestock Purchase Agreement, the terms of that agreement are incorporated as though fully set forth herein.
3. This sale is an AS-IS sale and Committee makes no representations to Bidder whatsoever regarding the condition of the lot except that if any lot is deemed unacceptable by the USDA Inspector and the carcass standards set forth by the Committee as set-forth below, that lot shall be replaced by the Committee at the expense of the exhibitor. The minimum carcass standard for each species to be acceptable is as follows:
 - i. Beef - Carcasses must quality grade USDA Select Minus or better to be acceptable.
 - ii. Swine - Carcasses must quality grade USDA No. 3 or better to be acceptable.
 - iii. Sheep - Carcasses must quality grade USDA Choice or better to be acceptable.
 - iv. All Species - Any carcass that is condemned by the USDA Inspector for any reason shall be replaced by the Committee at the exhibitor's expense.
4. The sale is complete upon the auctioneer calling the successful bid.
5. Bidder's payment for the successful bid is due on the date of the auction.
6. Bidder's failure to pay the amount due within 60 days of the auction date shall result in interest commencing to accrue at a rate of two percent (2%) per month. If Bidder fails to pay all monies due by December 31st of the year of the auction, the Bidder shall be prohibited from bidding at future Committee auctions.
7. Bidder agrees to indemnify and hold Committee and its agents, volunteers and members harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney fees, arising out of, connected with, or resulting from the Bidder's purchase of the lot.
8. If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect.
9. No oral modifications, express or implied, may alter or vary the terms of this agreement.
10. The formation, construction, and performance of this agreement shall be construed in accordance with the laws of California and venue in Siskiyou County.
11. If either party files any action or brings any proceeding against the other arising out of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it might be entitled.
12. This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors and assigns.

Bidder Signature: _____
Printed Name: _____
Address: _____

Phone Number: _____

<p>Auction Use Only:</p> <p>Bidder # _____</p>
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(If unable to attend and would like an agent to buy on your behalf, please see reverse side of this agreement)

AGENT INFORMATION IF APPLICABLE
(only fill this section out if someone else is buying on your behalf):

I/We hereby grant permission for _____ (Agent Name) to purchase an animal(s) on my behalf at the 2023 10th District Junior Livestock Auction, purchase(s) not to exceed (choose one):

A total of \$ _____ or

Price per pound \$ _____ or

Price per head \$ _____ (Bred Beef Replacement Heifers & Bred Dairy Heifers are the only animals sold by the head).

If Applicable Specify (choose as many species applicable to your purchase(s)):

Animal Specie(s) to be purchased:

- Market Steers
- Pen of Rabbits
- Meat Pen of Poultry
- Bred Beef Replacement Heifer
- Market Goat
- Market Sheep
- Market Hog
- Bred Dairy Heifer
- Market Turkey

Exhibitor Name(s) _____
(only if applicable) _____

Please select one of the following (choose one of the following options):

- Siskiyou Distributing, Yreka
- Shasta Valley Meats, Montague
- Montgomery's Meats, Weed
- 5 Mary's Custom Meat Company, Fort Jones (only available for Market Beef)
- Resell my animal(s) at current market price

DONATE MY PURCHASE -

Resell my animal(s) at current market price and donate the difference between the purchase price and current market price, to the following approved Junior Livestock Auction Non-Profit:

Organization(s):

- Rotary First Harvest
- Siskiyou Community Food Bank
- Madrone Hospice, Yreka
- Montague United Methodist Church - Community Food Bank
- Siskiyou Domestic Violence
- CASA of Siskiyou County

Bidder Signature: _____

Agent Signature: _____