

## **General Sales**

*Superintendents – Jennifer Herbst and David Rafalski*

The purpose of the General Sales Department is to oversee and coordinate the sale of projects shown at the Brazoria County Fair. This includes the Junior Livestock, Commercial Heifer, Ag Mechanics and Student Art Auctions as well as the Freezer Sale.

1. All participants must comply with the Brazoria County Fair Association General Rules and Regulations.
2. Terms of Sale: Payment is due at conclusion of Auction. Cash, Check or Major Credit Card will be accepted. All credit card transactions will be subject to a 3% convenience fee. Credit may be extended to previous buyers or to those who make arrangement with the Fair Office prior to the auction. With prior approval, the buyer will be sent an invoice, which will be due and payable upon receipt. Any invoice not paid within 45 days from date of invoice, will be subject to a recurring monthly 2.5% interest charge.
3. Exhibitors must be present and participate at the auction to sell their items. In the event of a death in the immediate family or illness verified by a doctor, participation in a Texas Education Agency sanctioned activity or scholastic ineligibility, special permission to allow another person to sell for the owner may be granted by the General Sales Superintendents. All substitutions MUST have a substitution form completely filled out and submitted to the General Sales Committee no later than two hours prior to subject auction. Except for the Art Auction, the substitute seller must be a family member or a member of the same 4-H Club or FFA. The substitute must also meet all requirements as a junior exhibitor in the Brazoria County Fair. These are the only circumstances permissible for excusing the owner's attendance and/or participation at the auction.
4. Any injured, sick, or defective animal may be removed from the sales by show officials.
5. Exhibitors are prohibited from making substitution of item sold. The item that qualified in the show must be the item that sells and is delivered to the buyer/packer or floor company. An exhibitor whose animal dies after qualifying for sale will retain their position in the sale order. The lot will be sold as a "Hard Luck" sale.
6. All exhibitors must deliver or make arrangements for delivery of items sold within seven (7) days after the close of the fair. If there is a delivery delay, written notification of the delay and delivery arrangements must be received in the Fair Office within 24 hours of the deadline. All animals and or projects must be removed from the County Fairgrounds by 11am and exhibitor must contact buyer to make delivery arrangements on the last Sunday of the Brazoria County Fair.
7. Unless written approval is given by the General Sales Superintendent(s), consequences for failure to comply with the Delivery Rules within seven (7) days will be loss of 50% of net sale proceeds. Should delivery not occur within fourteen (14) days of deadline, Exhibitor will forfeit ALL net proceeds and be disqualified from any BCFA activities

where the result pertains to an auction for the following year.

8. BCFA Resale Policy: If an auction lot is donated back to BCFA for resale, the Association will retain 100% of the proceeds from the resale for the BCFA Scholarship Fund. The seller and or donor are not entitled to any of the proceeds from any resale. The exhibitor will receive the proceeds from the initial sale, minus a 5% sale fee and any additional applicable fees. The owner of the lot will be the last buyer that DOES NOT resale it.
9. Unlimited Add-On monies will be allowed on lots sold. BCFA will not invoice any amounts below \$100.00 due to the cost of billing. A signed and completed Add-on form for each different auction must be received along with cash or check, if below \$100, in the Fair Office no later than 4pm on October 27, 2023.
10. The Fair Association will do all purchase billing and collection on all Auction Items, and then pay sellers (at the Association's discretion). A 5% sale fee will be deducted from seller's check. If species organization has passed "Check-Off" for research and promotion, that fee will also be deducted from the seller's check.
11. Auction Steers, Swine, Lambs, and Goats may be hauled by a hauler contracted by the Livestock Committee or BCFA. Unless buyer specifies otherwise, poultry and rabbits must be processed and delivered by the exhibitor. If applicable all hauling, buyer pictures, frames, Art Framing, and any other fees associated with production of the auction may be divided by number of sold lots and deducted evenly from each exhibitor check.
12. Any fees associated with production of the auction may be divided by number of sold lots and deducted evenly from each exhibitor check.
13. Any Exhibitor check not deposited within 90 days of issuance will be voided. 100% of proceeds will be placed in the BCFA General Fund. Exhibitor, parents and/or guardian will forfeit their right to proceeds. No sponsorship or in-kind recognition will be given.
14. If after slaughter, any animal has been found to be tampered with or altered, the Exhibitor will not receive any auction sale or add-on monies. With buyer approval, those funds will be donated to the BCFA Scholarship fund. Also, the Exhibitor will be disqualified indefinitely from the Brazoria County Fair and will forever forfeit the right to apply for any BCFA scholarships.
15. The BCFA Executive Board reserves the right to change, alter, amend and/or delete all rules and decisions without prior notice.

**In any Brazoria County Fair Association Auction or Sale, the Brazoria County Fair Association acts as a commissioned broker only. BCFA makes no representations, guarantees, or warranties of merchantability or fitness for a particular purpose.**