



## LIVESTOCK CONSIGNMENT & SALES AGREEMENT

This Livestock Consignment & Sales Agreement (hereinafter, "Sales Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the North Idaho State Fair Livestock Youth Show and Sale (hereinafter, "YSSS") and the undersigned \_\_\_\_\_ (hereinafter, "Seller") (hereinafter, YSSS and Seller collectively as "Parties") whereas Seller desires to consign certain livestock ("Livestock") owned by it to YSSS for purposes of YSSS' auctioning of the same.

Accordingly, Seller agrees to consign such Livestock for sale through auction conducted by YSSS upon the terms and conditions herein specified:

1. I have carefully reviewed and understand the YSSS Official Rules and Regulations, and further understand that I must follow the same without reservation in order to participate in the YSSS auction underlying this Sales Agreement.
2. I understand and agree that I own the Livestock enumerated below and am consigning the same for sale through an auction conducted by YSSS:

<u>Exhibitor Number</u>	<u>Exhibitor Name</u>	<u>Species</u>	<u>Ear Tag Number</u>

3. Presuming that payment is made by the buyer upon the conclusion of the underlying auction, I understand and agree that the auction sale is final. In the event such payment is not made by the winning bidder, I understand and agree that YSSS will either relist the animal(s) for auction once again or, if that is not possible, make the animal available for retrieval by the Seller.

4. I understand and agree that the sale of my Livestock is contingent upon a veterinarian inspection and weight requirements. I further understand and agree that if my animal is deemed not market ready by the veterinarian performing this inspection, I will not be able to participate in the YSSS auction.



5. I understand and agree that all Grand and Reserve champion large livestock species consigned to sell will be harvested by a USDA certified processor as selected by the YSSS Committee's choice. Notwithstanding the general terms concerning disbursement of funds otherwise set forth in this Sales Agreement, I further understand and agree that no auction proceeds will be released for Grand and Reserve champion large livestock species until the animal is cleared from the USDA harvesting facility.

6. I understand and agree that there will be certain charges deducted from the final auction price, including a four percent (4%) commission fee based upon the gross sale amount. I further understand and agree that a check, less such deductions, will be prepared and mailed to the registered exhibitor's address within **thirty (30)** days of final payment being received from the buyer.

7. I understand and agree that the market/turn back/floor price for the Livestock will be established on the day before the auction and published the morning of the auction.

8. I understand and agree that all Livestock are subject to inspection for unauthorized drugs and other prohibited substances and that the results of such tests may be reportable by YSSS. I further understand and agree that I may be held responsible for such drugs and prohibited substances found in the animal, and that such liability may be civil and/or criminal under applicable law.

9. Agreement to Mediate. I understand and agree that if a dispute should arise regarding the terms and conditions of this Sales Agreement that cannot be settled by negotiation between the Parties, then the Parties agree that they shall try, in good faith, to settle the dispute by mediation. The mediation shall be conducted in Kootenai County, Idaho at a location to be determined by a mutually agreed-upon mediator. The Parties agree to share equally in the cost of mediation.

10. Agreement to Arbitrate and Attorney's Fees and Costs. I understand and agree that if the dispute is not resolved by mediation, it shall be resolved by arbitration to be conducted pursuant to the AAA Commercial Arbitration Rules including use of the Expedited Procedures found therein in accord with the Idaho Uniform Arbitration Act. I further understand and agree that, in addition to the authority vested under AAA Commercial Arbitration Rules, the arbitrator shall have the authority to award the prevailing party its reasonable attorney's fees and costs to be included in the total arbitration award. The arbitration award may be confirmed in accord with the Idaho Uniform Arbitration Act.



11. Applicable Law. This Sales Agreement shall be governed by the law of the State of Idaho and Kootenai County.

12. Entire Agreement. This Sales Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. This Sales Agreement may not be modified except in a writing agreed upon and signed by the Parties.

13. Indemnification. I understand, agree, and covenant that the North Idaho State Fair, the YSSS, their Directors, Servants, Agents, Employees and/or Successors Owner, shall not be liable for any injury, damage and/or economic loss including but not limited to incidental, special or consequential damages in any way claimed as pertaining to or related to the subject matter hereof. I understand, agree, and covenant to indemnify and hold harmless, North Idaho State Fair, the YSSS, their Directors, Servants, Agents, Employees and/or Successors from any and all losses, claims, actions or proceedings of any kind in any way pertaining to the subject matter hereof, including reimbursement for all legal costs and attorney fees incurred by the indemnified parties or any of them, for the defense of any such actions which may hereinafter occur.

By signing below, I attest that I have read and understand this Sales Agreement and the YSSS Official Rules and Regulations.

Name of Seller (Print) \_\_\_\_\_

Name of Parent or Guardian (If Applicable) (Print) \_\_\_\_\_

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_