



**North Idaho State Fair Livestock Youth Show and Sale
Agreement for Sale of Livestock by Auction**

This North Idaho State Fair Livestock Youth Show and Sale Agreement for Sale of Livestock by Auction (hereinafter, "Purchase Agreement") is made this ____ day of _____, 202__ between the North Idaho State Fair Livestock Youth Show and Sale (hereinafter, "YSSS"), and the undersigned _____ (hereinafter, "Buyer") whereas Buyer desires to bid on and to purchase certain livestock (hereinafter, "Livestock") owned by 4-H, Future Farmers of America, and/or independent livestock exhibitors (hereinafter, collectively and/or individually as "Seller"), as to which YSSS serves as an intermediary for the auctioning of the same.

Accordingly, Buyer agrees to bid upon and to purchase certain Livestock upon the terms and conditions herein specified:

1. I understand and agree to the acceptance of this Purchase Agreement in its entirety and further agree to abide by the Purchase Agreement effective immediately upon checking-in for the annual North Idaho State Fair Youth Stock Sale, for both live and proxy bidding.
2. I understand and agree that I may bid to purchase Livestock by way of oral bid or proxy. **I understand and agree that my bid constitutes an irrevocable offer to purchase livestock, and if accepted, cannot be revoked.**
3. I understand and agree that it is my responsibility to clearly articulate my intent to bid to the auctioneer(s) or ring men. I further understand and agree that once the auctioneer declares the Livestock as "sold" the final bidding price is final.
4. I understand and agree that title and ownership of the Livestock will transfer to me only upon the conclusion of bidding and my full payment of the amounts owed.
5. I understand and agree that payment must be made in US dollars and may be made via cash, check, or credit card (plus any applicable fees, which I will cover). All forms of payment must be cleared before the final product will be transferred from processor to winning bidder.
6. I understand and agree that YSSS will not be responsible for the health or welfare of the Livestock after transfer to either myself or Buyer's Representative(s). To this end, I understand and agree that "Buyer's Representative" is defined as a designated pickup person for "take out" animals or a processor for custom processed animals.
7. I understand and agree that neither Seller nor YSSS is responsible for the health or welfare of livestock, including any latent (hidden) physical defects or illness discovered only after transfer of ownership.



8. I understand and agree that Grand and Reserve Champion Livestock (cattle, hog, lamb and goat) sold at the YSSS auction will be harvested at a USDA certified slaughter facility selected by the YSSS Committee. The YSSS Committee will arrange and pay for the transfer of the harvested animal to the selected facility. I further understand and agree, however, that I may choose to have the animal processed after harvest at another facility of my choice to the extent I notify YSSS of my preferred facility at the auction's completion and make full payment of any additional costs associated therewith. If the selected processor is one of the sale's custom processors, the YSSS Committee will arrange and pay for transport between facilities.
9. I understand and agree that, at the time of purchase, I may "turn" the purchased animal. I further understand and agree that the turned back animal will then be resold automatically at the published "turn" price and that I will pay the difference between the full bid amount per pound for the animal and the "turn" published price per pound. "Turn" prices will be posted in the sale ring as well as in the sale order brochure. To this end, I understand and agree that the "turn" or market or floor price for the Livestock will be established on the day before the auction and published the morning of the auction.
10. I understand and agree this Purchase Agreement will be interpreted under the applicable law of the State of Idaho and Kootenai County. Furthermore, I understand and agree that if any provision in this Purchase Agreement is held unenforceable, all remaining provisions of this Purchase Agreement shall remain in full force and effect.
11. I understand and agree that if a dispute should arise regarding the terms and conditions of this Purchase Agreement that cannot be settled by negotiation between me and YSSS, we will 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. I further understand and agree that I will share the cost of mediation equally with YSSS.
12. 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.



13. I understand and agree that this Purchase Agreement constitutes the entire agreement between myself and YSSS and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. This Purchase Agreement may not be modified except in a writing agreed upon and signed by me and YSSS.
14. **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 Purchase Agreement and the YSSS Official Rules and Regulations.

Name of Buyer (Print) _____

Name of Buyer's Agent (If Buyer is a Company) (Print) _____

Agent's Position at Company (If Applicable) (Print) _____

Signature of Buyer or Buyer's Agent _____ Date _____