

Southeast Red Angus Association's Grasstime Sale Contract

The Southeast Red Angus Association's Grasstime Sale will be held April 6, 2024 at the Cullman Stockyard, Cullman, Alabama.

As a seller, I agree to the following:

A signed certificate of registry for each animal or a signed Batch Transfer Form (including all breeding data on bred females) will be supplied by me to the sale manager to transfer these animals to the buyer through the RAAA office in Commerce City, Colorado. If a signed certificate or Batch Transfer is not provided, I will transfer these animals directly to the buyer.

All animals must be eligible for interstate shipment. Interstate health papers prepared by an accredited veterinarian will be supplied by me to the sale manager on each animal sold and will include the pregnancy status on females selling as bred. All health certificates are to be turned into the office of the sale manager at least 24 hours prior to the auction.

All animals or embryo/genetic lots that are catalogued and do not arrive at the auction and sell will be assessed \$250.00 per lot. I agree to pay this sale expense on any animals or embryo/flush lots consigned by me that do not arrive and sell in this auction.

All animals will sell with a guarantee by the seller as outlined in the Red Angus Association of America Code of Ethical Sale Practices. It is to be clearly understood that all warranties, guarantees and refunds on any animals not meeting the standards of the RAAA Rules & Regulations shall be made by the seller to the buyer upon proof of cattle not meeting their representations in the auction.

All persons who attend the sale do so at their own risk. The seller, auction facility and sale manager assume no liability for any accidents that may occur. Neither does the seller, auction facility or sale manager assume any liability for loss or injury to livestock due to theft, mysterious disappearance, sickness, improper handling or Act of God. It is to be clearly understood that the sale manager and its representatives act only as a medium between buyer and seller.

USDA Packers & Stockyards federal regulation require that all purchases must be paid at the conclusion of the auction and will require absentee or represented buyers to wire funds to Gilchrist Auction Company by the 4th business day following the auction.

Payment (settlements) for this auction will be made as timely as possible. As a seller, I agree that my settlement may be received up to 60 days after the auction. I also authorize the sale manager to hold my payment if cattle cannot be successfully transferred to the buyer for any reason or if in the case of embryos or semen proper DNA verification has not been filed with RAAA to register resulting calves.

The commission rate will be established by dividing the total sale expenses by the sale gross. Gilchrist Auction Co. will charge 5% for providing the auctioneer and sale management.

Absentee bids — The seller hereby gives permission to the Auctioneer/Sale Manager to accept bids at the Auctioneer/Sale Managers discretion. The seller understands and agrees that if absentee bids are accepted that the Auctioneer/Sale Manager and their staff will place these bids on the Absentee Bidder's behalf in a competitive nature and that the Auctioneer/Sale Manager and their staff in doing so will be acting as a Dual Agent for the seller and the Absentee Bidder.

The above terms and conditions of sale shall constitute a contract between the buyer and seller of each animal and shall be equally binding upon both. Each sale or resale of an animal constitutes a separate transaction.

The Sale Manager acts as agent between buyer and seller only.

Please make my settlement check made payable to: _____

Checks will be mailed to the address on the front of this contract unless otherwise specified.

I agree to the terms and conditions listed above: _____ Date: _____

Kyle Gilchrist Auction Company, 14075 120th St., Douds, IA 52551
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