

Longhorn Video Auction LLC



Consignor Hay Contract
Online & Live Video Auction

13174 Bethlehem Road
Piedmont, SD 57769

Consignor Name: _____

Phone#: _____ Cell#: _____ Additional#: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Longhorn Video Auctions' (LVA) agents will be allowed access to photograph, video, weigh, test and analyze hay to be sold as well as location where hay is to be stored or loaded. Consignor will give full description of hay to be sold including but not limited to: harvest time, number of cuttings, species of grasses and forbs found in bales, bale quantity & bale weights. The description and quality as agreed upon by LVA and consignor will be signed by consignor to guarantee information is true and accurate.

At least one load of each lot of hay placed on Video and Live Auction will be sold unreserved with commissions of 10% of sold price (in each auction cycle). The listing agreement period will be for 60 days from date of first applicable auction date _____. Number of bales consigned is absolute. Any deviation from agreed upon quantity (number of bales) and/or switched bales/loading different hay from that which was videoed or photographed by LVA will be treated as a breach of contract. Consignor will pay \$15 per bale shorted, upon breach of contract.

South Dakota consignors will be charged SD State Sales Tax on consignment fees only at the current rate set by the state of South Dakota.

Description of loading equipment: _____ Scale Location: _____

Location of Hay: _____ Stack or in field (description): _____ Trains OK?: _____

Additional Information or Comments: _____

Consignor will be available to load with 2 days notice, unless otherwise agreed upon.

Consignor agrees that if hay is loaded and shipped to buyer that has been switched or does not meet the quality that was guaranteed and represented by consignor. Consignor will pay all restitution cost, for LVA to reimburse buyer trucking and hay loss.

LVA Representative (Print) Signature & Date

Consignor (Print) Signature & Date

Consignor # _____

BALE WEIGHT: Is the estimated average bale weight of the hay on the day of consignment. A selection of bales as decided by LVA representative will be weighed by Consignor (weigh tickets sent to LVA) to be used for accurate representation. Charges are assigned on a per ton basis. For every 100 lbs of bale weight under Consignor estimated weight (in excess of 200 lb allowance) the consignor shall reimburse buyer \$10/ton. Consignor should err on the conservative side when estimating bale weights to be advertised.

Initial _____

LOAD LOTS: Minimum number of bales to be determined by truck size and bale description. Train load of bales unless otherwise specified is minimum number for unreserved sale.

WEIGHING CONDITIONS: All hay will be weighed on a scale agreed upon by seller and LVA. Seller will be given LVA consignor load out ticket for each load sold after LVA has received payment from the buyer. The weight ticket must be included with the completed LVA load out ticket (either paper copies or digital) for each load that consignor is to be paid. Consignor is responsible for identifying acceptable scale facility and paying any associated scale fees for each load weighed. Consignor is responsible for weights to be sent to LVA as noted on Load Out Tickets.

Initial _____

WARRANTIES: Seller represents and warrants that he/she has good and marketable title to the hay and that it will be delivered free of all liens, security interests, or encumbrances. If hay is encumbered by a lien, security interest or chattel mortgage, payment will be issued jointly to Seller and the lienholder. If the Consignor fails to disclose any such encumbrances, LVA shall incur no liability to any part for the Consignor's failure. Consignor also agrees to only load hay of good and marketable quality as guaranteed by Consignor in this contract, or as described and represented by LVA. If Consignor loads hay not described and represented by LVA, Consignor will be liable for all trucking costs and restitution.

_____ Of _____, _____
Lienholder City State
Initial _____

PAYMENTS: Upon sale, LVA will advance to the Consignor 60% of the hay sold as partial payment 10 business days after auction. If LVA does not receive payment from buyer within 5 days of the sale, this will be considered a breach of contract on the part of the Buyer and LVA will re-sell the hay on the following auction. In the event, that the Consignor fails to provide to the Buyer the hay as described in this contract Consignor shall return to LVA all money advanced and this constitutes a breach of contract. After hay sold has shipped, LVA will provide Consignor and/or any Lienholder, by check, the balance of the purchase price, less LVA's commission and any lawful charges. Both load out tickets and weight tickets must be sent back to LVA's office for each load shipped to ensure final payment. No payments will be made with-out completed load out tickets.

BDISAGREEMENTS OR DISPUTES: The parties agree that in the event any dispute involving this Agreement shall result in Court action, Jurisdiction and venue for all matters shall be in state court in Meade County, South Dakota.

LVA Representative (Print)

Signature & Date

Consignor (Print)

Signature & Date

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(833) Hay-4You

admin@longhornvideoauctions.com