



Youth Ag Mechanics & Small Stock Auction

Produced by the Friends of CAFA 501c3 non-profit organization

Office Use Only:
BUYER #: _____

Buyer Registration & Agreement Form

(Please PRINT Clearly. Please complete all information and sign.)

Buyer Name or Company Name to Be Recognized during the Auction

BILL TO:

Company Name _____

Contact Name _____

Address _____

City _____ State _____ Zip Code _____

Home Number (____) _____ - _____ Cell Number (____) _____ - _____

E-Mail _____

A Credit Card # is required to secure your auction bids.	Card Type	VISA	M/C	AMEX	DISCOVER	
	Card Number					
	Exp. Date		Security Code		Card Billing Zip Code	
	Name on Card					

PAYMENT METHOD:

How are you going to pay for your auction purchases?

_____ **Payment will be PAID the day of the auction by cash, check or money order.**

_____ **Credit Card:** *At the completion of the Auction please charge my credit card I have provided above for all sale transactions and add-ons applied to my auction account. I agree to pay the 4% convenience fee.*

_____ **Invoice:** *All of my sales transactions and add-ons total **more than \$200** and would appreciate being billed.*

I, _____, understand that in completing this form I will be given the opportunity to participate in the 2023 Pinal County Fair Youth Ag Mechanics & Small Stock Auction. The registration information as provided on this form is current and accurate. I have received a copy of the auction book with the updated terms and conditions of the Auction and agree to the terms and conditions set forth therein in addition to those of the 2023 Pinal County Fair Youth Ag Mechanics & Small Stock Auction Rules and Credit Agreement printed on the back of this form and published online at www.pinalfairgrounds.com. In the event my auction account is not paid within 30 days, I understand a late fee of 5% compounded monthly will be added to my outstanding balance. Based on the terms and conditions of the auction rules and credit agreement and with the agreement governing the use of such card, I give the Friends of CAFA permission to charge my credit card if my auction account is **not paid within 60 days** from the auction billing date. In the event my auction account is not paid in full within 60 days, **I also authorize the Friends of CAFA to charge my credit card for the amount owed on my auction account in addition to the compounded monthly 5% Finance Charges and the 4% Credit Card Processing Fee.**

BUYER'S Signature

Printed Name

Date

ATTENTION BUYERS:

Add-on donations will benefit the intended small stock exhibitor (even those not participating in the auction). Add-On donations must be paid under the same terms as purchases.

Buyers making credit card payments will be charged a 4% convenience fee. Payments to sellers are only made after purchase is paid in full. Prompt Payments will allow exhibitors to receive their sale checks and repay their project loans on time.

Payments must be received by the Fair office no later than **April 17, 2023**. All outstanding balances on **April 17, 2023**, will be charged 5% interest monthly. All accounts NOT paid within 60 days of the auction billing date, the Buyer's credit card on file will be charged for the amount owed on the auction account in addition to the compounded monthly 5% Finance Charges and a 4% Credit Card Processing Fee.

2023 PINAL COUNTY FAIR YOUTH AG MECHANICS & SMALL STOCK AUCTION RULES AND CREDIT AGREEMENT

1. All buyers must register in order to participate in the Pinal County Fair Youth Ag Mechanics & Small Stock Auction.
2. **ALL SALES ARE FINAL!** Exhibitors understand that once animals and ag mechanic projects are auctioned, the sale is final.
3. Buyers purchasing animals for floor will be billed for the difference between the market price and the final sale price. Our designated floor buyers will assume ownership of these animals.
4. The market or floor price for all animals will be determined and announced prior to the start of the auction.
5. For buyers selecting the Buyer Pick-up option for the animal purchased during the auction; animals will be released on Sunday, March 19, 2023, beginning at 12:00pm. All animals MUST BE off the fairgrounds no later than 8:00pm Sunday, March 19, 2023. Any animal not picked up by that time may be donated to a local food bank or child solely at the discretion of fair management.
6. We welcome all ADD-ON donations. Add-on donations will benefit the intended small stock exhibitor (even those not participating in the auction). Please complete an "add-on" form and return to the registration table before the end of the auction.
7. Checks should be made payable to the **Friends of CAFA**, and mailed to 512 S. Eleven Mile Corner Rd, Casa Grande, AZ 85194. For questions or changes regarding your auction billing please contact the fair office at 520-723-7881 x 802 for further assistance.

CREDIT AGREEMENT:

The undersigned applicant (the "Buyer") hereby applies to the Pinal County Fair and Friends of CAFA (the "Fair") for a line of credit for the purchase of livestock. As consideration for Fair accepting this application, acceptance being evidenced and acknowledged by Buyer's receipt of goods, upon credit, Buyer agrees to the following additional terms and conditions:

- 1) Neither the Buyer nor the Fair shall have any obligation to sell or purchase or to continue to sell or purchase livestock, provided that all sales and purchases actually made shall be governed by this Agreement.
- 2) To pay all bills and invoices when rendered. Fair or its designee may mail to Buyer, a statement or invoice of the Buyer's account and unless the Buyer notifies the Fair in writing within 15 days of the date of such mailing of any errors in such statement or invoice, it shall be deemed to be correct and accepted as rendered. All transactions upon credit shall be deemed due, owing, and payable upon Buyer's receipt of Fair's invoices and statement. That portion of the total due not paid within 30 days of the auction billing date will become delinquent.
- 3) To pay Fair a delinquency charge which shall be computed by applying a periodic compounded monthly rate of 5.0% to the delinquent portion of Buyer's account (excluding accrued delinquency charges) indicated on each statement. **All accounts NOT paid within 60 days of the auction billing date, will be charged to Buyer's credit card for the amount owed on the auction account in addition to the compounded monthly 5% Finance Charges and a 4% Credit Card Processing Fee.** Unless otherwise specified in writing by the Buyer, all payments and credits shall be applied first to accrued and unpaid delinquency charges and second to charges for livestock commencing with the oldest charge indicated on the statement or invoice. Buyer's willingness to pay delinquency charges shall not affect its obligation to make all payments on or before the due date.
- 4) All accounts not paid in full within 120 days of the auction billing date will be turned over to a collection agency. Your auction account will be charged an additional 40% collection fee.
- 5) To pay Fair all collection costs, court costs and reasonable attorney fees incurred if any action is undertaken to collect unpaid balances owed to Fair.
- 6) That Fair may bring legal action against Buyer to enforce the terms of this Agreement or any other right of legal action, which Fair may have. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Buyer specifically agrees that any lawsuit or action against Fair to collect any unpaid balances or to determine any other matter arising out of this Agreement or Buyer's relationship with Fair shall be brought in the Maricopa County, Arizona Superior Court. Customer fully understands that they are waiving their right to object to where this action is litigated.
- 7) THE GOODS AND SERVICES SOLD PURSUANT TO THIS AGREEMENT ARE SOLD WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH THE SOLE EXCEPTION OF SUCH FAIR'S EXPRESS WRITTEN WARRANTIES AS MIGHT BE DELIVERED TO THE BUYER IN CONNECTION WITH ONE OR MORE PARTICULAR SALES OF GOODS OR SERVICES.
- 8) This Agreement constitutes the complete agreement and understanding between Buyer and Fair in respect to matters herein stated, and this Agreement shall not be modified or amended except in writing, signed by Fair and Buyer.
- 9) If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable, law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect.
- 10) Nothing in this Agreement shall be deemed to limit Fair's collection rights or remedies.
- 11) GUARANTY: The undersigned (the Guarantors) agree to guaranty and promise to pay, unconditionally, all sums (present and future) owed to the Fair pursuant to or arising from the terms of the above Agreement. We specifically acknowledge and agree to be bound, personally, and individually, jointly and severally, by the terms regarding interest, venue, costs and fees. This is intended to and shall be a continuing guarantee and shall not be revoked except by advance written notice to the Fair. A revocation shall not apply to any unpaid balances prior to the date of revocation. The Guarantors acknowledge that the obligations hereunder are joint and several and independent of the obligations of the Buyer and a separate action may be brought against any one or more of the Guarantors whether or not the action is brought against any other Guarantors or against the Buyer. Guarantors waive any right to have the Fair proceed against the Buyer or any security held from the Buyer.

I personally and/or collectively with Our firm (we) is (are) financially able to meet any commitments we have made, and we expect to pay our invoices according to your terms, plus your customary monthly finance charge if account is not paid when due.