



## Buyer Registration & Agreement Form

COMMITTEE USE ONLY \_\_\_\_\_

COMPANY NAMECONTACTADDRESSCITY, ST ZIPPhone:Email:**\*Please notify and make any changes to company information below.**

### Company Registration Information:

PLEASE PRINT Fill out all information clearly and legibly.

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail \_\_\_\_\_

I, \_\_\_\_\_, understand that in completing this form I will be given the opportunity to participate in the 2023 Pinal County Jr. Livestock Auction and agree to the terms and conditions of the Pinal County Jr. Livestock Auction Rules and Credit Agreement printed on the back of this form. Based on the terms and conditions of the livestock auction sales rules and credit agreement and with the agreement governing the use of such card, I give the Pinal County Jr. Livestock Committee permission to charge my credit card if my auction account is ***not paid within 45 days*** from the auction billing date. In the event my auction account is not paid within 45 days, I also authorize the Pinal County Jr. Livestock Committee to charge my credit card for the amount owed on my auction account in addition to the compounded monthly 5% Finance Charges and the 3% Credit Card Processing Fee.

**Payment Method:** (How will you be paying for your auction purchase?)

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

\_\_\_\_\_ **Credit Card.**





At the completion of the 2023 Pinal Co. Jr. Livestock Auction, please charge my card I provided below for all sale transactions applied to my account.

\_\_\_\_\_ **Invoice.** My auction transactions total more than \$500 and would appreciate being invoiced. Invoices are due within 30 days of auction billing date.

ATTENTION MARKET LIVESTOCK BUYERS

**All Buyers must provide Credit Card information below to secure their bid.**

**Credit card being provided must be present and verified at the time of registration.**

<u>Credit Card Information</u>	
Credit Card Type    	Card Number
Cardholder's Printed Name	Expiration Date
C V V # (3 digit security code on back, AMEX=4 digits on front)	Billing Zip Code

**A 3% Credit Card processing charge fee will be applied to all accounts paid by a credit/debit card.**

**MUST SIGN BACK OF FORM**

## **MUST SIGN BOTTOM OF FORM**

### **PINAL COUNTY JUNIOR LIVESTOCK AUCTION RULES AND CREDIT AGREEMENT**

1. All buyers must register in order to participate in the Pinal County Jr. Livestock Auction. Buyer registration requires a credit card or a signed check to secure your bid at the auction.
2. **ALL SALES ARE FINAL!** 4-H, Association and FFA members understand that once animals 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. These figures can be marked in the blank spaces on page 1 of your auction packet for easy reference.
5. The sale price received for the Grand Champion animal of that specie will set the maximum sale price for the Reserve Champion animal sold for that specie. The sale price received for the Reserve Champion animal will establish the maximum sale price of that specie for all remaining animals sold through the Auction for that specie. **A) In determining the MAXIMUM SALE PRICE for the Reserve Champion animal for each species; ALL ADD-ON BIDS, for the Grand Champion animal, received by the PCJLC prior to the start of the Reserve Champion sale will be added to the total price per pound, thus increasing the maximum sale price possible for the Reserve Champion. B) In determining the maximum sale price for all remaining animals sold for each species; ALL ADD-ON BIDS, for the Reserve Grand Champion animal, received by the PCJLC prior to the sale of the first purple ribbon animal for each specie will be added to the total price per pound, thus increasing the maximum sale price possible for all remaining animals sold in each species.**
6. Grand and Reserve Champion carcasses will be sold at the after the Market Champions on a live weight basis. Grand and Reserve Champion carcasses cannot be floored at the market auction. Purple, Blue & Red Ribbon Carcass animals can be sold on a live weight basis at the exhibitor's request during the Carcass Auction following the Market Auction and before the Resale Auction. Carcass animals cannot be floored at the Carcass Auction.
7. All Grand Champions, Reserve Champions and Best Arizona Bred animals **MUST BE** transported and slaughtered by one of the state certified packing houses listed on the auction sales slip as selected by the buyer. Buyer pick-up or buyer take home will **NOT** be allowed on **ALL** champion market animals, the animals must be taken directly to the packing houses for slaughter.
8. For all buyers selecting the Buyer Pick-up and/or Buyer Take Home option for the animal(s) purchased during the auction are responsible for providing their own transportation and **MUST HAVE** the animal(s) removed from the fairgrounds on Sunday between 12:00 - 2:00 pm. Buyer Pick-up animals may **NOT** be loaded or removed from the fairgrounds without an official PCJLC Release Form signed in person by the Specie Superintendent.
9. We welcome all **ADD-ON** bids. Please complete an "add-on" form and return to the registration table before the end of the auction. **All Add-on Bids will be ACCEPTED and will benefit the intended exhibitor.**
10. Payment in full must accompany the add-on agreement or they will not be accepted.
11. Your bill will be mailed soon after the Auction. Checks should be made payable to the **PINAL COUNTY JR. LIVESTOCK COMMITTEE** and addressed to Pinal County Jr Livestock Committee PO Box 12535 Casa Grande, AZ 85130. For questions or changes regarding your auction billing please contact Carlos Gamez Auction Chairman @ (602)725-2192.

### **CREDIT AGREEMENT:**

The undersigned applicant (the "Buyer") hereby applies to the Pinal County Jr. Livestock Committee (the "Committee") for a line of credit for the purchase of livestock. As consideration for Committee 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 Committee 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. Committee or its designee may mail to Buyer a statement or invoice of the Buyer's account and unless the Buyer notifies the Committee 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 Committee'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 Committee 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 with-in 45 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 3% 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 Committee all collection costs, court costs and reasonable attorney fees incurred if any action is undertaken to collect unpaid balances owed to Committee.
- 6) That Committee may bring legal action against Buyer to enforce the terms of this Agreement or any other right of legal action, which Committee 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 Committee to collect any unpaid balances or to determine any other matter arising out of this Agreement or Buyer's relationship with Committee shall be brought in the Pinal 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 COMMITTEE'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 Committee in respect to matters herein stated, and this Agreement shall not be modified or amended except in writing, signed by Committee 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 Committee'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 Committee 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 Committee. 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 Committee proceed against the Buyer or any security held from the Buyer.

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.

\_\_\_\_\_  
Buyer/Cardholder Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date