## Lazy J Bar Ranch BGE 2023

## Sale Terms and Conditions

Sale Conducted by Auctioneer Should any dispute arise from the taking of bids, the auctioneer's decision will be final. This catalog/sale lot order is believed to be accurate as of the date of printing. Additions, substitutions, and deletions may be posted to any future edition of this. Any future editions of this catalog/spreadsheet will take precedence over this edition. Announcements from the auction block will take precedence over the printed material in the then most current catalog.

Terms: Cash, cashier's check, traveler's check, business or <u>personal</u> check with a bank letter of guarantee at the time of the sale unless satisfactory credit arrangements have been made prior to the sale. The right of the property shall not pass until after settlement is made. All settlements must be made with the clerks of the sale before any goats will be released.

**Certificates of Registry:** Registration application will be furnished to the buyer for each animal that is able to be registered after settlement has been made. All fees associated therewith are the responsibility of Buyer. Health Certificates: Are the responsibility of the buyer. A licensed veterinarian will be on hand for the out of state buyers immediately following the sale.

**Bucks:** Should any buck seven (7) months of age or over, fail to prove a breeder after being used on does known to be breeders, the matter shall be reported to the Seller within five (5) months following date of purchase or seller will then have the right and privilege of ninety (90) days to prove the buck a breeder. No guarantee is given that semen collected from the buck will freeze. No guarantee is given for bucks sold less than seven (7) month of age.

**Does:** Does are guaranteed to be breeders. In the event a female is claimed to be a non-breeder, after being bred regularly to a buck known to be a breeder and after being treated by a licensed veterinarian the matter must be reported in writing to the seller within five (5) months of sale date. Seller shall have six (6) additional months in which to prove any such females a breeder and may use any registered buck of the breed available to him. Any female returned will be at the purchaser's risk. No guarantee is given that a pregnant female will deliver live kids or that she will carry neither kid's full term nor the kids carried will not be mummified. Seller is not responsible for damage caused by foreign bodies after the female has been sold for sickness not apparent at sale time. No guarantee for females purchased less than 6 months of age on date of sale.

Identification: Seller offers each registerable buck/doe with tattoos corresponding to what would need to be on its ABGA registration. All goats sell with Scrapie tag as their ID tag#.

Exception to Guarantee: In case where the animal is subject to any hormonal or surgical reproduction techniques after the sale, this guarantee is null and void.

Settlement: Transportation charges on animals returned to the Seller are for account of the purchaser. No incidental expenses such as feed, care, AI signing fees, interest, veterinary charges, etc., will be charged by either party when making settlement. If Seller is successful in proving the animal in question to be a breeder, then said animal will be reclaimed by the purchaser at his/her expense. Should the Seller fail to so prove the animal a breeder, then Buyer is guaranteed a satisfactory replacement, F.O.B. Ranch or location or origin or a refund of the actual purchase price paid F.O.B. selling point. In no event shall Seller be responsible for more than the purchase price.

**Default:** In the event the Buyer defaults on payment, the Buyer shall be responsible for all costs, including attorney's costs, incurred by Sale Management or Seller in connection with collecting, or attempting to collect, payment due.

Accidents: Although every precaution will be taken to protect the safety and comfort of Buyers, neither the Sales Management, Auctioneer or Seller assumes any responsibility in this matter and disclaims any liability legal or otherwise in the event of accident or loss of property.

**Purchaser's Risk:** Each animal becomes the risk of the Buyer as soon as sold, but it shall be the obligation of the Seller to see that animals are fed and cared for free of charge to Buyer, until loaded for shipment or until the expiration of 48 hours after the sale, whichever occurs sooner. Please Call Katie at Martin -Trudeau Insurance Agency for insurance on goat's 605-996-3106 office, 605-770-9986

**Rights and Obligations:** The above terms and conditions of the sale shall constitute a contract between the Buyer and Seller and be equally binding to both. Resale of animals following purchase in this sale shall constitute a separate transaction and the rights and obligations of the two parties connected thereto are not covered by the terms and conditions of this sale.

Shipping: Seller will help to coordinate shipping but shipping charges incurred are the sole responsibility of the buyer. Goats need to be picked up or have delivery arranged by May 1st.

## NO GOATS WILL BE LOADED UNTIL THE SALE IS FINAL