

Midwest Buck Sale 2024



JUNE 1, 2024 - 1:00PM (CST)

MISSOURI STATE FAIRGROUNDS

SEDALIA, MISSOURI

SHEEP PAVILION

Midwestbucksale.com

CONTACT: SHERRY SAVAGE STIVENDER

sherry@americanspanishgoat.com

843-830-2562

CONTACT: KATHY DAVES CARR

dxdarlin1@yahoo.com

803-460-6016.

AUCTIONEER: KEMMER AUCTIONS – #1431

PIT KEMMER

CROSSVILLE, TN

WE ARE HAPPY TO ANNOUNCE THERE ARE MULTIPLE BREEDS IN THE SALE. ALL BREEDS SELL.
OVER 150 GOATS CONSIGNED

RULES FOR ENTRY:

CONSIGNMENT DEADLINE: February 15, 2024. **CATALOG DEADLINE:** APRIL 15, 2024

Consignment fees must be paid in full by FEBRUARY 15, to be included in the catalog.

ARRIVAL DATES: MAY 30, 4-8pm or MAY 31, 8-11am

ALL STOCK MUST BE IN PLACE FRIDAY, MAY 31, BY NOON - **NO EXCEPTIONS.**

Interstate Health Certificates issued within **30 days** of sale from the point of origin, by a federally accredited veterinarian, consigning them to the Midwest Buck Sale.

ADDRESS: Missouri State Fair Grounds, 2503 W. 18th Street, Sedalia Missouri 65301.

NO DOGS ON SITE: NO LOOSE DOGS. NO DOGS IN THE BARN.

SELLER MUST PROVIDE:

Large white or yellow envelope containing each of these items at check in:

1. Original Certificate of Registry
2. Copy of Certificate of Registry
3. Copy of Interstate Health Certificate (health papers) for each animal listed. Highlight the animal that matches the registration certificate.
4. The Original Health Certificate will be turned over at time of check in, that lists all animals consigned from the location where they originated.

ALL GOATS MUST HAVE A PERMENANT IDENTIFICATION: (at least one must apply)

- A. **Tattoo that accompanies a registration certificate.**
- B. **Microchip (owner must provide reader)**
- C. **Scrapie tag from the premise they originated (breeder).**

General Seller Information

CONSIGNMENT FEES: \$125. PER ANIMAL. Consignment fees are non-refundable. Fees may be paid, and selected stock may be identified prior to April 15th, 2024, to be included in the sale catalog. Substitutions after April 15 may be done at \$25.00 per substituted animal. Substitutions are accepted until May 25th and will be provided on a “substitution page” included in the back of the catalog.

No Commission.

Seller may place a reserve on their stock. Stock sells to the highest bidder.

ARRIVAL: THURSDAY MAY 30TH 4-8PM OR FRIDAY MAY 31, 8-11AM. ALL STOCK MUST BE IN PLACE BY NOON, FRIDAY MAY 31, 2024. **NO EXCEPTIONS!**

If arrangements are needed, due to hardship, please call/text Sherry Stivender at 843-830-2562 or Kathy Daves Carr 803-460-6016

Registration Certificate (copy) must be provided by April 15th, 2024, to be included in the Sale catalog and Gallery online.



Mail to: Sherry Stivender, P.O. Box 325 Cottageville, SC 29435

Check tattoos, microchips, or acquire scrapie tags before leaving home. Microchip readers must be provided by the seller to verify information at check in. We do not provide scrapie tags at the sale.

A large yellow or white envelope, for each goat consigned, containing all the following items.

- a) Original registration certificate. Certificate will be retained by the Midwest Buck Sale until all funds have cleared.
- b) Transfer form, for the association of registry, completed with seller information. Please leave buyer information blank.
- c) If does are confirmed bred, any information needed for kids to be registered by new owner.
- d) A photocopy of the Registration Certificate will be given to buyer.
- e) Copy of a health certificate, with animal highlighted.

Each Consigned Lot:

Buck

Doe

Doe & Kid(s) (they sell as one lot)

- The seller is responsible for the care of their stock when they arrive at the grounds and during the sale.
- Sellers must be available to speak with the auctioneer and potential customers.
- 1 bag of shavings is provided for each consigned lot. If additional bags are needed, please pre-order and pay at pick up. **No hay or straw for bedding, shavings only.**
- **Tack Pens are not provided.** If you would like a pen to store feed and supplies, please indicate how many additional pens are needed and include \$10. for each additional pen. Feed and supplies may be stored in your trailer. There is a designated parking area nearby. The Isles must remain clear.
- Water is available in the barn. Please provide your own buckets and feed pans for stock.
- Hay will be available for purchase. Please indicate if you will need hay so we have enough on hand.
- Goats must be removed from the facility by 10 pm June 1, or by 9am, Sunday June 2, 2024. Midwest Buck Sale LLC and its representatives are not responsible for stock left overnight, after the sale. Any goats remaining on the grounds will become the property of the Midwest Buck Sale, LLC.
- All funds from the sale are deposited into a custodial account, managed by Midwest Buck Sale, LLC. Payments to sellers for stock sold should be received within 7-10 business days. An email will be sent when funds have been mailed. We are not responsible for lost or misdirected mail. Please notify us if you do not receive the check within 7 days after notification of mailing. Please deposit funds as soon as you receive them.

CONSIGNED STOCK REQUIREMENTS:

Ages: All Goats must be born before February 1, 2024, to be entered as an individual lot. Stock younger must have adult doe that kidded the offspring (recip or natural parent), included in April.

Buck Limit: Limit of two bucks per Farm/Ranch. One buck for every five does enter is what we are trying to keep our numbers to.

DNA: All registered stock must be DNA verified or DNA pending, **IF** DNA is required for registration, or registration of offspring, prior to the catalog cutoff date of April 15, 2024. If an animal is not registered, (applies to) Composite or Commercial, DNA is not required, this will only apply to those animals.

Confirmed Bred Does: Must be verified pregnant via sonogram or blood test with documentation available at check-in, within 30 days of June 1, 2024.

Goat Inspection

ALL STOCK IS INSPECTED FOR QUALITY. CULLS WILL NOT SELL.

Please select your top quality and stock in the best of health.

Upon arrival, all goat stock will be visually inspected for general health and condition. If an animal shows signs of sickness, you will not be allowed to unload that animal, nor will that animal be allowed to sell.

Goats with any of the following will be excluded in the sale:

- Suspicious knots and scars. If a knot appears before the sale time, that goat will be removed from the facility and will not be sold. If a knot is detected in the sale ring, that sale will be voided. All goats with obvious injection sites and knots will be determined by sale management on a case-by-case basis.
- Teats must be functional. One or two teats on each udder. Teats must be acceptable by the breed standard of each goat. Cluster teats, spurs, fish teats, non-functioning, mastitis, or obvious clipping of teats are not allowed, and animal will not sell.
- Pinkeye
- Sore Mouth
- Misshapen hooves or other foot issues, including any type of infection or any other defect.
- A split in the scrotum of more than 1 inch, one testicle or twisted testicles.
- All goat stock must be reproductive and meet the general standard of production stock. **CULLS WILL NOT SELL.**

Catalog Ad and Sponsorship Form

Farm/Ranch: _____

Contact Person _____

Address: _____

Phone: _____

E-mail: _____

Herd Prefix: _____

AD and/or SPONSOR

FULL PAGE:

Back Cover \$300. _____

Inside Front \$200. _____ Inside Back Cover \$200. _____

Full Page \$125. _____

Half Page \$80. _____

Quarter Page \$65. _____

SPONSORSHIP: (must provide your banner for the arena, no larger than 3'X6')

Sale Sponsor \$200. _____ (includes your ranch banner, which you as a sponsor would provide, no larger than a 3x4 in size hung in sale barn with a table and two chairs for the sponsor to advertise and promote your ranch).

Lunch Sponsor \$600. _____ (includes full page ad in catalog, banner in arena, and table & chairs next to arena for farm/ranch advertising).

Total Amount Due: \$ _____

BACK COVER, INSIDE FRONT AND BACK COVER ARE FIRST COME, FIRST SERVED.

Please call Sherry for availability, at 843-830-2562

Please complete the form and print page 5. Mail with your payment.

Make checks payable to Midwest Buck Sale and mail to: Sherry Stivender, P.O. Box 325 Cottageville, SC 29435. **All advertising materials are due by April 15, 2024.**

Vendor Registration Form

The Midwest Buck Sale welcomes Farm/Ranch tables on end caps. Each end cap is \$65. This includes one 8' table and two folding chairs. Set up is May 30th 4-8pm or May 31st before 10am. Take down is after the conclusion of the sale or Sunday June 2, before 9 am.

If you would like to advertise your farm/ranch on an endcap, please fill out this form and include applicable fees. Electricity is available, please provide your own extension cord.

Equipment Vendor Space is available on the grounds from May 31st – June 1, during Goat Expo. Space is 20'X20' \$165. Equipment vendors will provide their own canopy, table, chairs, extension cords, etc., for their set up. Arrival and set up is May 30th 4-8pm, departure is Saturday, June 1, after 3 pm or Sunday June 2, before 9am (*forklift is available to unload upon arrival and load out Saturday afternoon but will not be available to load on Sunday*).

Value Added Vendor Day is Saturday, June 1. Each vendor space is 10'X10', \$50. Vendors must provide their own canopy, table, and chairs. Electricity may be provided for an additional \$20.00. Vendors must have their own extension cords.

Please complete this form and return it with your **payment made out to Midwest Buck Sale**: Mail to Sherry Stivender P.O. Box 325 Cottageville, SC 29435.

Business Name: _____

Contact Name: _____

Mailing Address: _____

Type of product/business: _____

Phone: _____

Email _____

Website: _____

End Cap \$65. _____ Equipment Vendor \$165. _____ Value Added Vendor \$50. _____ w/electric \$20. _____

Restaurant will be open on premise, Breakfast, Lunch, and early Dinner. NO FOOD VENDORS.

For more information, contact Sherry Stivender at (843)-830-2562 or email s.stivender1@yahoo.com.

Print and mail page 6.

MIDWEST BUCK SALE CONSIGNMENT FORM

I have read the RULES and sale guidelines and I agree to abide by them.

If the number of sales lots exceeded 200, sale management reserves the right to use a lottery or other means to select consignments.

You do not need to decide which individual animals to bring currently. You do need to confirm how many consigned lots you will enter in the sale, as soon as possible.

If you have access to the internet and would like to enter online, you may do so by using the CUSTOMER FORM AND GOAT FORM, on the website: midwestbucksale.com.

You may mail a check for payment to the address above.

Entry and payment online are available under the "store" tab. Select the number of consigned entries, and click next, an account is created for the payment processing only. An additional 4% processing fee is added for all online payments.

Please remember to include all additional pens needed for tack and supplies. Add them to your cart. A pen is provided for each animal, but tack pens are not included. Tack pens are \$10 each. This is a fee from the facility for use of the pens. Thank you for understanding.

Farm Name: _____

Contact Person: _____

Email: _____ Phone: _____

Alternate phone: _____

Consign 1 buck, you will consign 5 does. Consign 2 bucks, you will consign 10 does total.

Full Blood Buck: _____ x \$125.00 each \$ _____

Full Blood Does: _____ x \$125.00 each \$ _____

Percentage Buck: _____ x \$125.00 each \$ _____

Percentage Does: _____ x \$125.00 each \$ _____

Composite/Commercial Buck: _____ x \$125.00 each \$ _____

Composite/Commercial Does: _____ x \$125.00 each \$ _____

Additional Pens: _____ x \$10.00 each \$ _____

Total consignment fees enclosed \$ _____


Please print page 7 and mail a copy of this form, signed, and accompanied by your **check payable to Midwest Buck Sale**, (for the consignment fees) to: **Sherry Stivender, P.O. Box 325 Cottageville, SC 29435**.

Goats with serious defects or obvious health issues will not be allowed in the sale. Determination will be made by sale management and all decisions are final. MIDWEST BUCK SALE, LLC is coordinating the auction as a service to all breeds and breeders of goats and is acting only as an agent. All contracts, agreements, and guarantees are between

the buyer and seller. Midwest Buck Sale LLC is not responsible for the health or pedigree information of the livestock sold. All legal recourse remains a civil issue between sellers and buyers of stock in the sale.

Consignor Signature _____ Date _____

Acknowledgement that you have read the Terms and Conditions Attached below. Please print pages 7 and 8.

Terms & Conditions 

Midwest Buck Sale LLC reserves the right to change these terms of the Terms of Use. It is your responsibility to review these Terms of Use for updates and changes. We also reserve the right to refuse or terminate service, accounts, or access at our discretion, including if we believe that a User of midwestbucksale.com may be violating any law or is posting any misleading or harmful information, or is otherwise in violation of these Terms of Use.

DISCLAIMER: All goats or genetic material (embryos, semen, or any DNA material) offered for sale will be sold to the highest bidder. The person in charge of the sale (seller, auctioneer, or sale manager whether live public auction or internet auction) will settle any disputes with regards to bids, and his/her decision will be final.

Announcements made sale day from the auction block will take precedence over statements in the sale catalogue or any other advertising.

It is the responsibility of the seller in a public auction to provide the sale manager, in writing, prior to the sale, a listing of corrections of information printed in the sale catalog

All persons who attend the sale do so at their own risk. Neither Midwest Buck Sale LLC, consignors, nor sale management assume liability legal or otherwise for accidents or loss of property.

All sales are cash sales unless satisfactory credit arrangements have been made with the seller and sale management prior to sale. All goats are to be paid for by the purchaser immediately after the sale and will not be released until settlement has been made. CREDIT CARD FEE 4%.

The risk of loss and injury of each animal passes to the buyer as soon as it is sold, and it becomes the buyer's responsibility to ensure the animals are provided with appropriate care until they leave the premises. All animals must be out of the barn by June 2, 9:00 pm.

Prior to the sale the seller must insure each animal has a readable permanent identification mark i.e. scrappie tag and or tattoo.

The buyer must check all permanent identification for accuracy upon possession and report any discrepancies or irregularities immediately to the sale manager and seller.

If animals are registered, transfer is the responsibility of the buyer.

Unless otherwise announced the seller guarantees that all animals are eligible for interstate shipment as required by applicable federal and state regulations.

Transportation is the responsibility of the buyer.

HOLD HARMLESS WHEN ENTERING THE MIDWEST BUCK SALE AND EVENTS. Each exhibitor, attendee, consignor, or vendor will be solely responsible for any consequential loss, injury or damage done to or occasioned by, or arising from any animal or article exhibited or for sale by him, and shall hold harmless Midwest Buck Sale, LLC, against any and all liability in regard thereto. Midwest Buck Sale, LLC will take reasonable care to ensure the safety of exhibits and property, but the owner must take the risk of exhibiting. In no case will Midwest Buck Sale, LLC be responsible for any loss, damage or injury to property or persons while on the Missouri State fairgrounds, or at any other time or place, nor be liable or required to make any payment for damage, loss or injury. All that enter any event or sign up for anything related to the Midwest Buck Sale, agree: "I have read the contract and agree to abide by all Midwest Buck Sale rules and regulations as witnessed by entering the events May 29-June 1, 2024.

Terms & Conditions for Live and Online Auction

Bidder and Auctioneer agree the terms listed below shall govern each auction. All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidders must be 18 years of age older. The bidder agrees to not use any device, software or routine to interfere or attempt to interfere with the proper working of or any transaction being conducted on and during the auction sale. Bidder acknowledges that this auction is conducted electronically, and the auctioneer/seller and buyer rely on hardware and software that may malfunction without warning. To proceed with bidder registration, the Bidder must first agree to the following Terms and Conditions.

Eligibility: This sites Services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If potential Bidder is a minor, Bidder can use this service **only** in conjunction with a legal parent or legal guardian. Bidders that do not qualify should not use our services. Each Bidder account and user ID may not be transferred or sold to another party. Anyone registering as a business entity must verify that they have the authority to bind the entity to this agreement.

Implied Warranty/Disclaimer: Information that is used or shared by Midwest Buck Sale LLC is the individual suppliers and is believed to be honest and correct. Midwest Buck Sale LLC is not responsible for any failures or lack of expectations on products marketed at this site. Midwest Buck Sale LLC, its owners, agents or etc. are not responsible for any mistaken or misleading information listed.

Bidder Information: Each Bidder agrees they are solely responsible for providing accurate information that will be used to identify the Bidder in this system, to deliver notices to the Bidder and to allow Midwest Buck Sale LLC to contact you. Bidder is responsible for updating any personal information on the site. Midwest Buck Sale LLC will not be responsible for lost, delayed, or misdirected notices in the event personal information is not updated in a timely manner. All personal identity information will be protected as per Midwest Buck Sale LLC. The Privacy Policy is incorporated, by reference, into this Agreement. Midwest Buck Sale LLC may refuse services at any time at our discretion. A Bidder may be suspended or permanently banned from our site if you provide false information when registering, such as a false name or fraudulent contact information. A Bidder will be permanently banned from our site if the Bidder is the successful winner and does not honor their auction bid. The use of email addresses is strictly used to contact Buyers and Owners/Sellers; any use of this private information by anyone else is strictly prohibited and will take appropriate legal action.

Event/Details Page & Lot Description: Specific terms, conditions, and fees associated with each auction or specific lot in an auction provide additional information to the buyer in addition to the terms in this user agreement.

Description of Information: The descriptions of items appearing in the auction and in advertising prior to this sale are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner/Seller or Auctioneer concerning any item shall be construed as a warranty either express or implied. **ITEMS ARE SOLD AS IS – WHERE IS and WITH ALL FAULTS.** Bidder acknowledges that all lots were available for inspection prior to the auction and, by these terms, Auctioneer and Owner/Seller strongly encouraged Bidder to carefully inspect each lot in which Bidder had any interest to determine the lots nature, quality, and size. Bidder relied solely on personal inspection and not on information listed on website or otherwise provided by Auctioneer or Owner/Seller. If Bidder failed to inspect any lot, this failure to inspect, or otherwise be fully informed as to the lot's nature, quality, condition, quantity and size will not constitute ground for any claim, adjustment refund, termination or the contract for sale, or refusal to close the sale. These written terms constitute the final expression of the parties' agreement and a complete and exclusive statement of the terms of the contract for sale, or refusal to close the sale. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE SPECIFICALLY EXCLUDED** from this contract for sale and transaction and shall NOT apply to the stock or merchandise that is the subject of these sales. We do not have control over the items that are posted in the auction site and cannot guarantee the authenticity and quality of said property. We are not responsible for the actions the Owner/Sellers and Buyers take before, during,

and after the auction, typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, due to your visit to this auction site. Use of this site is at your own risk, and content is presented "As Is". Specific terms regarding auction location, lot descriptions, payment terms, shipping and delivery, insurance and other important information is located on the first page of each auction.

Bidding: Bidding is done in increments and will vary by item according to the current price. You are encouraged to bid the maximum amount you are willing to pay for the item (Maximum Bidding). Be aware that you may be outbid minutes/seconds before the close of the auction and may not have the opportunity to enter another bid. You will not automatically receive notification if another bidder outbids your maximum bid via email and/or text message. You will need to monitor the auction activity to stay informed. In the event of a tie, the earlier bid will be considered the winning bid. When bidding ends, all sales shall be considered final. All items are sold "as is". There are no exchanges or refunds absent and express statement to the contrary expressed herein. A bid by any person shall be deemed conclusive proof that the bidder is familiar with the Terms and Conditions of Use and Auction Rules, and that the bidder agrees to be bound by them. Every transmission over the Internet travels a different route and can be delayed by a variety of factors, including the bidder's own computer. The time lapse between submission of a bid and its registration can vary by several seconds. Bids are queued by Midwest Buck Sale LLC host computer in the order received. Bid positions are awarded on a first come first served basis. Bids are time stamped by the host computer with the time received. To be accepted, bids must be received by the host computer prior to closeout. In the event of malfunction by Midwest Buck Sale LLC host computer the auction process will be stopped. If the malfunction has not affected the sale of livestock or merchandise sold prior to the malfunction the items will be considered sold. Auction of remaining lots will be completed upon correction of the malfunction. Bidding will be open, with no bid positions awarded upon resumption of the auction. Any malfunction by the buyer's computer or Internet service provider is not the responsibility of Midwest Buck Sale LLC. As a Bidder, placing a bid is a binding contract between you and the Owner/Seller, and the bid cannot be retracted unless due to fault by the Owner/Seller of typographical error, or other error, due to human error on the Owner/Seller's part. Once you place a bid, and if you win, you will be obligated to buy the product at the said price you indicated as your bid. Placing a bid on this auction site, and winning, then not paying for the product is illegal in most states, and prosecution can result. The Owner/Seller of property sold through this web site reserves the right to reject all bids if they so choose. A Bidder is responsible for any bids placed by them or a designated representative under a bidding number and password. The security of Bidder information is the sole responsibility of the Bidder. A Bidder will be responsible for all bids placed under their number. If at any time a Bidder feels that their user account and password have been compromised, due to lack of security on their part, the Bidder must notify Midwest Buck Sale LLC immediately. Bidders agree that when using the Maximum Bid feature on our web site they use it according to the specifications in place for that feature. Please note that when using the Maximum Bid feature, a current high Bidder that wants to increase the Maximum Bid, the Bidder is required to place a new bid in the increment designated for that item. This may cause you to raise your last high bid by one bid increment. The Bidder understands and agrees to how the Maximum Bid feature works if using it.

Bid Retractions: There are no bid retractions. BIDS CANNOT BE CANCELED ONCE SUBMITTED. Once a bid is made and confirmed, it cannot be retracted. When a bid is made a Bidder will disclose the intent and ability to buy the item at the bid price. A fraudulent bid may result in legal action. Any winning bidder who refuses to purchase the item may be banned from future auctions. Midwest Buck Sale LLC reserves the right to reject or void bids, whether winning or not, that Midwest Buck Sale LLC deems not to have been made in good faith, or that are restricted, prohibited, or taxed due to local laws. Despite efforts to avoid the withdrawal of items from the sale after they are listed it may sometimes be necessary, therefore, the Owner/Seller reserves the right to do so at any time before or during the sale.

Reserve Price: An auction item may have a reserve price. The reserve price is the lowest price at which an item will be sold. The reserve price is never disclosed to bidders, but a note may be displayed in the item information screen specifying a reserve price. When the reserved price has been met the screen may read "Reserve Price Met". The item will then be sold to the highest bidder at the conclusion of the auction. If the reserve price is not met, the item will not be sold during that auction. The Owner/Sellers reserve the right to accept or reject any or all bids unless otherwise stated.

Limit of Liability: In no event shall Midwest Buck Sale LLC be liable for lost profits or any special, incidental, or consequential damages whatsoever arising, including negligence, arising out of or in connection with any sale. Midwest Buck Sale LLC reserves the right to reject or void bids, whether winning or not, that Midwest Buck Sale LLC deems not to have been made in good faith, or that are restricted, prohibited, or taxed due to local laws. Midwest Buck Sale LLC is the one and only judge regarding the determination of winning bidders, are the single deciding authority if dispute should arise, and accept no liability for any errors or omissions. Auctioneer reserves the right to reopen bidding on any disputed bids or ties. Midwest Buck Sale LLC reserves the right to postpone or cancel a sale without notice, if determined in our discretion that such action is appropriate. Midwest Buck Sale LLC will neither have the liability nor obligation to the intended bidders because of any withdrawal, cancellation, or postponement of sale.

Registration Papers: Registration papers shall be delivered from the seller to the buyer within approximately 45 days of the check clearing the bank or acceptance of final payment. The seller is responsible for the transfer of registration papers. The Auctioneer and Auction Company assume no responsibility for registration transfers.

Title and Delivery: Title passes to the buyer at the end of the allotted bidding time for each lot. All risk of death, damage, or injury to each lot becomes the buyer's risk upon the end of the allotted bidding time. Each buyer following his or her purchase will receive an Acknowledgement of Purchase via email outlining the details of the transaction including payment, settlement, and final terms.

Titled Vehicles: Any titled vehicles will have title or certificate of origin mailed to the buyer within ten business days after payment has cleared the bank. The proper transfer of title is between buyer and seller.

Transportation: Any shipping/transportation arrangements are ultimately between the buyer and the shipping company and not Midwest Buck Sale LLC. Winning bidders may choose to make transportation arrangements themselves, provided that all payment has been made in full and all terms and conditions are met. No animals or auction items will be delivered without proof of payment. The buyer, at buyer's own expense, shall transport the livestock or merchandise from the seller. Specific arrangements will be indicated on each individual auction and expenses will be handled between buyer and seller. If questions, contact the seller before placing any bids. Midwest Buck Sale LLC is not affiliated with, nor do they endorse any shipping companies and assume no responsibility for services provided by these companies.

Equipment Removal Times: Standard removal times are 30 days on equipment unless otherwise stated in the lot description. If the buyer fails to meet the removal deadline the property will revert to the seller.

Payment: Payment for purchases must be made payable to Midwest Buck Sale LLC unless otherwise noted in the specific auction's terms and conditions. Buyer must acknowledge and agree not to retract the purchase offer. The buyer shall be responsible for making arrangements for delivery of merchandise or livestock. All bids are in US Dollars; all settlements will be paid in US Dollars. Accepted payment options include: 1) Credit/Debit Card payment via the link on your invoice immediately following the auction. Note: 4% Convenience Fee for all credit/debit card purchases. 2) ACH (Electronic Check). 3) Cashier's Check or Money Order sent overnight and made payable to: Midwest Buck Sale LLC PO Box 331 Vinita, Oklahoma 74301. Please enclose a copy of your invoice or indicate your invoice number, auction name, and date on your payment. 4) Wire Transfer. Call our office at 918 944-3066 or email auction@midwestbucksale.com to obtain necessary information. All payments must be received within 24 hours after the conclusion of the auction. Any purchase not paid in 3 business days is subject to a \$50 late fee and daily finance charges (based on 20% APR) or a minimum fee of \$0.50 per day. A fee of \$35 will be assessed on all returned checks. To make a payment via electronic check (no additional fees) or credit/debit card (a 4% convenience fee applies) – please login, go to My Account, click on Invoices, and then Pay an Invoice, or contact our office at 918 944-3066 and we will assist you. A fee of \$35 will be assessed on all returned checks and the bidder may be denied access to future auctions. If your credit card is denied more than 3 times, a \$30 processing fee will be applied. If payment has not been received and/or delivery arrangements not been agreed upon within 7 days post auction, the seller has the right to reclaim property and resell it in any manner deemed necessary. As the original purchaser you will be responsible for paying any and all differences between the original sale price on auction day and the resale price. No buyer's premium for this auction.

Authorized Agents: Persons acting as agents must indicate when signing the Acknowledgement of Purchase.

Default of Purchase: If any person shall purchase a lot and fail to pay for it in the manner described above, the seller shall have, in addition to all of legal rights, the right to resell the lot, or at seller's option, bring an action for specific performance, in which event the defaulting buyer agrees to pay all costs of such suit, together with all reasonable attorney's fees and costs. In the event of a resale, the defaulting buyer agrees to pay all costs of resale, plus any deficiency between the original purchase price and the total price upon resale. If the buyer brings a lawsuit toward Midwest Buck Sale LLC and does not prevail, buyer will reimburse Midwest Buck Sale LLC for all reasonable legal fees and expenses connected with said suit.

Indemnification: Buyers and Sellers agree to indemnify and hold this auction site, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Buyers and Sellers use of the service, the violation of these terms of service by member, or the infringement by member, or other user of the service using member's computer, of any intellectual property or other right of any person or entity.

Legal Compliance: Bidders shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our service and you're bidding on, listing, purchase, solicitation of offers to purchase and sale of items.

No Agency: Bidder and Midwest Buck Sale LLC are independent contractors, and no agency, partnership, joint venture, employee- employer, or franchiser- franchisee relationship is intended or created by this agreement.

Arbitration: Any legal controversy or legal claim arising out of or relating to this agreement or our services, excluding legal action taken by Midwest Buck Sale LLC. to collect our fees and/or recover damages for, or obtain an injunction relating to, Midwest Buck Sale LLC site operations, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Oklahoma, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Midwest Buck Sale LLC may seek an interim or preliminary relief from a court of competent jurisdiction in the state of Oklahoma necessary to protect the rights or property of you or Midwest Buck Sale LLC pending the completion of arbitration. Should either party file an action contrary to this provision the other party may recover reasonable attorney's fees and costs.

General: This agreement shall be governed in all respects by the laws of the State of Oklahoma as such laws are applied to agreements entered and to be performed entirely within Oklahoma between Oklahoma residents. We do not guarantee continuous or uninterrupted, or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this agreement held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this agreement and all incorporated agreements may be automatically assigned by Midwest Buck Sale LLC in our sole discretion, to a third party, in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Midwest Buck Sale LLC provides a venue and mechanism to bring buyers and sellers together over the Internet. Since we do not participate in the physical transaction between buyers and sellers, we do not have any control or assume responsibility for the quality, safety, or legality of the items advertised, the truth or accuracy of the listings, the ability of the sellers to sell items or the ability of buyers to buy items. Additionally, we do not have control over whether buyers or sellers complete the transaction. Because user authentication on the Internet is difficult, we cannot confirm the identity of members and we take no responsibility for the validity of each member. By using the Service, you acknowledge that Midwest Buck Sale LLC cannot possibly authenticate members validity and in the event of a dispute between members, you release Midwest Buck Sale LLC our partners, employees, and agents from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Midwest Buck Sale LLC may amend these terms and conditions at any time by posting the amended terms on our website.

The amended terms shall automatically be effective 10 days after they are initially on our website. These terms and conditions were last revised on November 3, 2023

Guarantee: Animals need proper isolation before incorporating into your herd – we suggest at least 30 days (please consult your veterinarian). Complaints should be made in 60 days to the seller. No guarantee of breeding value on stock younger than six months of age and/or stock shown at jackpot or preview shows before breeding. Each animal lot will become the buyer's risk at the close of the auction and buyer assumes all risk of loss and damage to the property until removed or delivered. Any issues must be resolved between the buyer and the seller.

Disclaimer: Any person bidding on items in this auction agrees to these terms and conditions and understands that, by bidding, they are entering into a binding contract between themselves and the seller(s) and that they will be held financially responsible for their actions. This includes those people representing parties do not present at the sale unless approval is received from the auction company. Neither the owners, auctioneers, sale manager or other affiliated personnel may be held responsible for any accidents that may occur. Midwest Buck Sale LLC acts only as an agent between buyer and seller and may not be held responsible for any livestock or merchandise. It is to be clearly understood that Midwest Buck Sale LLC and its representatives act only as a medium between buyer and seller, and may not be held liable, financially, or otherwise, for any failure on the part of the same to fulfill any obligations set forth in this sale or for the truth of any warranties expressed or implied. Neither does Midwest Buck Sale LLC assume any financial obligations to collect or enforce the collection of monies between buyer and seller. This catalog has been prepared by the auctioneer from information provided by the seller(s) and is assumed accurate as presented to us. However, Midwest Buck Sale LLC will in no way guarantee age, pedigree, or reproductive status of the animals selling. All exceptions taken and adjustments made are between buyer and seller.

Disclosures: The services hereunder are offered by Midwest Buck Sale LLC. Auction is registered with the USDA Packers and Stockyards Act and is a Licensed Livestock Dealer by the State of Missouri and has adequate Bonding Requirements.

Privacy Policy: You must submit personal information at the time of registration to bid on this auction site. We will never give or sell your information to any outside company. The information you provide us with will only be used by us, the auction company, and the Sellers that you purchase items from, to maintain records for the auction sales and to aid us in providing service to you. This auction contains links to other sites. We are not responsible for the privacy practices or the content of other web sites.

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