

2021 FUTURITY AUCTION CONSIGNOR AGREEMENT

As used in this agreement "Celebrity Sales" includes Timothy Vincent, Teresa Vincent, and any agents, representatives, employees, and/or affiliates.

1. Sale Entered. I hereby request Celebrity Sales to enter alpaca(s) in the 2021 Futurity sale, and agree to the terms and conditions set forth below.
2. Entry Fee. Seller agrees to pay Celebrity Sales a non-refundable \$500 booking fee upon invoice (approximately January, 25th) for each alpaca to be entered in the auction. The balance of the consignment fee shall be paid upon receipt of invoice (approximately March 20th) for the balance due according to the following schedule: One consignment \$1,350, two consignments \$2,600, three consignments \$3,750, and four consignments for \$4,500. This fee is non-refundable and nontransferable for any reason once Celebrity Sales notifies Seller of the acceptance of the entry. In the event it is deemed not feasible to hold the event live, you will have the option of participating in a virtual auction (as in 2021) at no additional fee beyond the initial booking fee, and 10% commission on sales.
3. Requirements of the Animal Entered for Sale.
 - Age. All animals must be at least 6 months old on April 10, 2021.
 - Registration Papers. Only alpacas registered or listed with AOA will be accepted to this sale. Seller must provide Celebrity Sales the AOA/ARI registration. Micro-chips are required for all alpacas and each alpaca must be identified by their microchip number on all forms and health documents. All registration certificates, along with entry fees, and pictures must accompany this contract and all registration documents must be signed by the legal owner or legal agent. A registration application is required on unregistered crias selling with their mothers.
3. Health Papers. All alpacas in the sale must have a veterinarian signed Certificate of Veterinary Inspection, as well as a negative test for TB and Brucellosis. All breeding males must be checked and certified by a DVM to have both testicles present. All females selling as pregnant must be pregnancy checked by a DVM not more than 30 days before the sale and proof of pregnancy must be turned in to the Celebrity Sales prior to the sale.
4. Catalog Information. Seller acknowledges and swears that all information furnished regarding these entries is true and correct to the best of my knowledge and that Celebrity Sales is not responsible for errors. Birthing and breeding dates not provided in the catalog will be announced at the sale. Condition of females shall also be announced at the sale. Seller shall provide this information to Celebrity Sales as soon as it becomes available. Any health guarantee must be reported to Celebrity Sales.
5. Errors in Catalog Information. Seller shall review the sales catalog to confirm that the information concerning their animal for sale printed in the catalog is accurate. Seller shall check accuracy of statements with regards to winning, training, health, guarantees, and ability of animal. If Seller discovers any errors in the catalog, Seller must notify Celebrity Sales immediately.
6. Changes in Animal's Condition from Catalog Description. If Seller discovers any blemishes, unsoundness, defects or irregularities of any kinds prior to the sale, Seller shall immediately notify Celebrity Sales. The Auctioneer is hereby authorized by Seller to announce all known problems and all written guarantees.
7. Order of Sale. Animals will sell in the same order as they are listed in the catalog. The list is determined at the sole discretion of Celebrity Sales.
8. Warranty of Title. Seller represents and warrants that they have absolute and complete title to all animals entered.
9. Guarantee of Health. Any guarantees of health made by Seller are guarantees made by Seller and are not the responsibility of Celebrity Sales. Seller may give any warranty or guarantee as to quality or health of any animal that Seller may deem appropriate.
10. ARI Registration. Prior to the sale, Seller must provide Celebrity Sales the ARI registration for the animal entered by Seller. Celebrity Sales will hold all ARI registration papers until payment is received from Buyer and the check clears the bank. At that time Buyer will be mailed the registration papers. Buyer will pay transfer cost. For financed sales, Celebrity Sales will return the registration papers to the Seller after the auction and the Seller shall be responsible for transferring the papers to the Buyer at such time as the financed sale is completed or as otherwise agreed to between Buyer and Seller.
11. Substitutions. No substitutions will be allowed without the prior written approval of Celebrity Sales.
12. Withdrawal Prior to Sale by Celebrity Sales. Celebrity Sales reserves the right, at its sole discretion, to withdraw any animal from the sale if Seller fails to pay the entry fee, Seller fails to provide all documentation requested by Celebrity sales, for failure to provide registration papers, failure to provide adequate warranty of title, for Seller's failure to provide proper health certifications, for failure to report blemishes, unsoundness, defects or irregularities of any kind in the animal, for misrepresentation of information provided in the catalog, or for any other reason that may make the animal unsuitable for sale such as sudden illness, injury, death, or other condition of the animal.
13. Attendance at Own Risk. Any person attending the Futurity Show and/or auction does so at his and his alpaca's own risk and no liability, duties, obligations, and/or responsibilities shall be imposed upon Celebrity Sales for any accident, injury, disease (including COVID-19), fire, mishap, theft, damage, and/or any other harm regardless of the source of imposition that may occur during the Futurity event.
14. Care of Animal up to Sale. It is the Seller's responsibility to feed and water their own animals at the sale site and make sure that their animals are brought to and shown in the sale ring and then returned to their stalls. The Seller is to furnish the Buyer with a halter.
15. Withdrawal Prior to Sale by Seller. A \$2,000 withdraw fee will be charged if Seller's animal for sale is withdrawn prior to the auction by Seller for any reason, other than the sale of the alpaca. In the event that the animal is withdrawn prior to the auction because the animal was sold prior to the sale, Seller shall pay Celebrity Sales 15% of the selling price or the \$2,000 withdrawal fee, whichever is greater.
16. Bidding/Auctioneer's role. The highest bidder is to be the Buyer and in successfully bidding, Buyer agrees to comply with all of the terms and conditions of the sale. All sales are final and there will be no exchange or refunds. If any dispute arises between or among two or more bidders, sole authority to settle the dispute is reserved to the Auctioneer, and his decision shall be final. The Auctioneer reserves the right to reject any or all bids. The Auctioneer is not an employee of Celebrity Sales and is an independent contractor utilized for the action.
17. Absentee Bids. Absentee bids are accepted subject to the Terms and Conditions of the Sale. Neither the Seller, Celebrity Sales, the Auctioneer, or any Agents will be responsible for any errors in or a failure to execute absentee bids, whether online, by telephone or personal representation.
18. Failure of Buyer to Purchase at Time of Sale. If any buyer purchases a lot and does not pay for it as described below, Celebrity Sales and/or Seller shall have the right to resell the lot or, at their option, bring action against Buyer for specific performance, in which event Buyer agrees to pay all costs of such suit and reasonable attorney fees. In event of resale, the defaulting Buyer agrees to pay all costs of resale plus price deficiency. Buyer acknowledges that Celebrity Sales and/or Sellers decision for immediate resale is at their sole discretion and that the resale is a reasonable method in which to obtain the best price on the lot.
19. Sales Fee, No-Sales and Minimum Bids. A minimum opening bid which will be accepted for any lot in the auction of not more than \$6,000 may be established by the auction company. Consignor may set a reserve price on their alpaca. Commission on sales will be 10% of the selling price of the alpaca. The commission rate on alpacas which fail to meet the reserve will be 8.5% of the seller's reserve price. The minimum commission on both sales and no sales shall be \$600.

Dispute Resolution.

1. Arbitration. Any dispute in which CELEBRITY SALES, Timothy Vincent and / or Teresa Vincent is named as a party, including any claim that arises out of any agreement between Seller and Celebrity Sales and Buyer and Celebrity Sales or any agreement between Seller and Buyer whereupon Celebrity Sales is included as a party either by cross claim or third party claim including any suit or claim to the interpretation or breach of any agreement or tort concerning Celebrity Sales, or to the existence, scope, or validity of any agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc. ("ASP"), and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The arbitration shall be in Corvallis, Oregon or as otherwise may be mutually agreed to by all the parties. A sole arbitrator shall be utilized. In lieu of the arbitrators available through ASP, the parties may instead elect to mutually select an arbitrator not available through ASP, including but not limited to an arbitrator who is not an attorney and is instead a recognized professional in the industry. Regardless of which arbitrator is chosen, ASP arbitration rules shall otherwise apply. The arbitrator's decision will be final and all matters shall be settled by Arbitration.
2. Choice of Law. In any dispute in which CELEBRITY SALES is named as a party, the laws of the State of Oregon shall apply to all arbitrations or any suit filed in court.
3. Attorney Fees. If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted against Celebrity Sales the party not prevailing shall pay the prevailing party's costs, disbursements, and attorney fees and expenses of expert witnesses. In determining reasonable attorney fees, ORCP 68 shall apply. Additionally, the Court or arbitrator shall award the prevailing party attorney fees of \$2,500, which the parties agree is a reasonable attorney fee for collecting any resulting judgment.
4. Miscellaneous. This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. Any modification of this agreement or additional obligation assumed shall be binding only if in writing signed by each party. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision and the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.