

California Pork Producers Association Breeding Swine Sale Rules & Regulations

1. All animals entered and officially shown in the 2018 California State Fair Open Breeding Swine Show qualify for this sale. Enter animal in the appropriate Breeding Swine Show and the Sale Division.
2. All sale consignors must be current members of the California Pork Producers Association.
3. Consignors are limited to four (4) sale entries, of which no more than two (2) can be boars.
4. Approximately 50 head will sell. Management reserves the right to limit sale entries as it deems appropriate.
5. The sale will take place in the L3 Show Ring on Saturday, July 28, 2018 at 3:00 p.m.
- 6 The animals sold in the sale will be released following the sale. All animals sold in the sale must be removed from the California State Fair grounds prior to 7:00 p.m. on the day of the sale. This rule does not apply to animals purchased by an Exhibitor and/or buy-backs. These animals are subject to State Fair release rules. It is the buyer's responsibility to make arrangements for transportation.
7. The California Pork Producers Association Sale Committee will collect all pedigrees of those animals consigned for the sale at check-in.
8. **ENTRY FEE:** The entry fee is \$10 per head. Animals must enter and show in individual breeding class to sell. All sale entries must be entered online on or before the State Fair entry deadline. No late entries will be accepted. All other show rules and regulations shall apply.
9. **COMMISSION:** The commission fee is 15%. Any Exhibitor whose gilt is selected to sell will receive the sale money minus 15% commission (commission, scholarship and checkoff) in addition to any State Fair Premium Awards listed in the 2018 Competition Handbook. Animals that do not receive a bid (pass outs) are not charged any fee. There are no buyer premiums.
10. **PAYMENT:** Payments to consignors will be completed after buyers payments have cleared and not before. All payments to consignors shall be performed by the California Pork Producers Association.
11. **TERMS:** Individual animals will be sold to the highest bidder. The auctioneer's decision is final on any disputed bids. All animals are at the purchaser's risk as soon as sold. All payments must be made at the sale, unless other arrangements are made with the Sale Clerk (California Pork Producers Association representative). All settlements are to be made with the Sale Clerk immediately following the sale. (A 15% buy-back commission will be charged to all exhibitors who "buy-back" their own animals through the sale). Cash, check or credit card. A 20% surcharge will be assessed to any insufficient funds check issued. Credit card payments will have a 5% surcharge added to the total purchase price. There are no buyer premiums.

12. **DISPUTE RESOLUTION:** The auctioneer's decision is final on any disputed bids. In the event of any disputes, the California Pork Producers Association Sale Committee has the authority to arbitrate and settle all claims.

13. **REGISTRATION:** A certificate of registration with ownership transferred to the buyer will be furnished by each consignor for each animal sold at no cost to the buyer. Registration certificates will be held by the Sale Clerk (California Pork Producers Association representative) and transferred to the buyer as part of the general sales expenses.

14. **HEALTH:** Individual Health Papers will be required on all breeding stock to facilitate out of state purchases. This is the seller's responsibility. The California State Fair Veterinarian may be available to produce health papers for exhibitors for a fee.

15. **SALE GUARANTEE:** Except for those stated in the below guarantee, there are no warranties, either expressed or implied, as to the merchantability or fitness for the particular purpose with respect to the gilts being sold in this sale. The warranties and guarantees set forth in the agreement below guarantee in lieu of all other warranties, either expressed or implied, and the remedies provided therein shall be the sole and exclusive remedy of the buyer, or any party claiming through the buyer, for any breach of warranty or guarantee therein provide, and all obligation or liabilities.

- Every gilt will be guaranteed as a breeder if properly handled. If the gilt has been shown, they are not guaranteed for the first year.
- This guarantee shall constitute a contract between the buyer and the seller only, and no other parties assume any liability, legal or otherwise, expressed or implied.
- California Pork Producers Association cannot or will not assume any responsibility as to the authenticity of the pedigrees, bloodlines, or information provided in the sale catalog or otherwise, and the subsequent genetic performance of any gilt purchased. All such information must be accepted at face value. Any special guarantees or claims offered by individual consignors is strictly between the consignor and the buyer and will not be enforced by the sponsoring organization.
- Each consignor subscribes to the National Swine Registry Code of Fair Practice. All responsibility in this regards is between buyer and seller. Copies of this code will be provided to each buyer.

16. **LIABILITY:** Each animal is at the buyer's risk as soon as declared sold. It is the seller's responsibility to make all deliveries and to collect all payments when the buyer is in default. The State (i.e. California State Fair) is not responsible for payments in default. It is mutually understood in holding this sale that the management of the California State Fair and the California Pork Producers Association, are merely cooperating with the participating breeders in staging this event and consequently assume no responsibility as to the care, loss or injury to exhibits (animals) and that each contract shall represent a contract between buyers and sellers of each animal. California Pork Producers Association assures each consignor and purchaser that it will take all practical steps for safeguarding each party's interest, but it will not and cannot assume responsibility for collections, buyer payments, guarantees, etc.

17. After all sale costs are covered, the California Pork Producers will donate no less than fifty percent of the proceeds to the California State Fair Scholarship Fund.