

# PAUS Spring Production Sale Consignment Form

March 14, 2009

Murray, Kentucky

**Please read through the following rules before consigning any animal.**

- There is a \$100.00 consignment fee on all breeding stock. Payment is to be mailed to the PAUS office with the consignment form, by January 5, 2009. The consignment fee is deducted from your 12% commission.
- Email sale pictures to the office in a jpeg format or submit a disk with your consignment form(s).
- All animals will be posted on the PAUS website as before.
- All embryos consigned to the sale must also include a copy of the Embryos recovery sheet with the consignment form.
- No refunds on the consignment fees. A consigner may substitute a different animal(s). Depending on the time of substitution, substituted animals may not be advertised on the website.

## **The Sale Terms & Conditions**

The sale management is providing the facilities, auctioneer, advertising and promotion of the sale. However, consignors are encouraged to consider individual advertising to call attention to consignments. ***Cattle deemed not sale ready will not be allowed to sell, and must be immediately removed from the barn.***

### ***TERMS***

- Terms of the sale are cash, check or other terms agreed to in writing between seller and buyer, payable immediately on conclusion of the sale and before animals can be removed.
- All animals will be in place 24 hours before the sale time, unless other arrangements have been made with the Sale committee.
- Semen sold will be shipped at the buyer's expense.
- Transfers will be paid by PAUS.

### ***Announcements***

- Announcements from the auction box will take precedence over any printed matter.

### ***Bidding***

- All animals sell to the highest bidder.
- Any disputes or challenges regarding bids will be settled by the auctioneer and the decision will be final
- In case of a tied bid the auction will continue only between the two tied bidders.
- All animals entering the sale ring will be sold.

### ***Identification***

- It shall be the obligation of the seller to determine that each animal offered for sale carries a legible tattoo corresponding to its registration certificate.
- It is the responsibility of the buyer to check tattoos for accuracy.
- The official registered name, accompanied by the registration number and level of registry for Appendix animals shall be given for each animal
- In the case of embryo transfer (ET), the first owner (seller) must provide the ET certificates and AI certificates.

### ***Health***

- All animals will be eligible for interstate shipment unless otherwise announced. Interstate health papers must be furnished for each animal.
- Each animal requiring TB and bangs tests will have been tested within 30 days of sale date. Such test will have been made by a federally accredited veterinarian and blood samples will have been processed by a federally accredited laboratory.
- All animals should be free of parasites, wormed and have all recommended shots. It is the responsibility of the buyer to know the health requirement of his/her home state.

### ***Breeding Guarantees for Bulls***

- All bulls of breeding age, (14 months of age or older) will be guaranteed fertile and able to settle healthy cows within six months of the sale.

### ***Breeding Guarantees for Females***

- Females, no guarantee will be given that bred females will deliver a live calf.
- All animals selling safe in calf will have been examined by a licensed veterinarian with pregnancy examination papers.
- All Females of breeding age will be guaranteed to be breeders within six months after the sale date.
- Females sold safe in calf as determined by a licensed veterinarian. If a female proves not to be in calf to the bull stated, in the time frame stated, the buyer can exercise his choice of options as follows:
- Request a full and prompt refund of the purchase price upon return of the female to the seller's farm.
- Request an adjustment to the purchase price or request service to the bull previously used, if available.

### ***Options for Return or Adjustment***

- In the event a bull or female that has not proven to be a breeder and is in healthy condition and of breeding age;
- The bull or female may be returned to the seller at the buyer's expense.
- Seller will reserve the right to prove the bull or female fertile within a six month period. If the bull or female are proven to be breeders, they will be returned to the buyer, at the buyer's expense.
- Should the animal fail to be a breeder, the seller has the option of either returning the purchase price to the buyer or replace the animal with another of equal value as full settlement to satisfaction of claim

### ***Exceptions to guarantees***

- All animals are guaranteed to be breeders unless;
  - a. they fail to breed due to injury or disease occurring after purchase
  - b. If the animal is fitted and shown for exhibition purposes.
- Bulls are guaranteed breeders,
  - a. Provided that bull is not allowed to run with the cow herd until at least 14 months of age.
  - b. Provided the cow herd is healthy
  - c. Fertility guarantee does not imply the ability to freeze semen. Such would require an additional agreement between buyer and seller
- Females are guaranteed breeders unless
  - a. Female is subjected to any hormonal or surgical/non-surgical reproductive techniques prior to being bred for a natural calf.

### ***Certificate of Registry-Transfers***

- A certificate of registry and transfer will be furnished for each animal sold. It shall be the responsibility of the seller and /or sale manager to submit the properly prepared transfer application promptly to the Piedmontese Association of the United States. A Breeding certificate for unborn calves will be furnished with bred females, listing names and registration numbers of the sire and dam, as well as service dates.

### ***AI and/or ET Service Certificates***

- AI service certificates shall be furnished by the seller at no cost to the buyer, for all females bred artificially.
- ET certificates shall be furnished by the seller at no cost to the buyer for all offspring resulting from ET.
- Embryos will have an ET certificate furnished by the seller at no cost to the buyer for all embryos sold.
- Natural Service Certificate shall be furnished by the seller at no cost to the buyer for all females bred by natural service stating all bulls and service dates.

### ***Purchaser's Risk***

- Each animal becomes the property of the buyer as soon as sold, unless arrangements are made prior to the sale.

### ***Contract***

- The above terms and guarantees shall constitute a contract between the buyer and the seller of each animal sold. All claims must be settled prior to buyer's disposing of or slaughtering any animal. Seller reserves the option to issue credits for any claims.

# PAUS Spring Production Sale Consignment Form

March 14, 2009  
Murray, Kentucky  
**Breeding Stock Form**

Consignor: \_\_\_\_\_ Farm Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Animal Name: \_\_\_\_\_ PAUS Reg.#: \_\_\_\_\_ Sex: \_\_\_\_\_

% Pied. \_\_\_\_\_ Birth Date \_\_\_\_\_ Birth #: \_\_\_\_\_ Wean # \_\_\_\_\_

Sire Name: \_\_\_\_\_ Registration # \_\_\_\_\_

Dam Name: \_\_\_\_\_ Registration # \_\_\_\_\_

### Breeding Information:

A.I. Dates: \_\_\_\_\_ A.I. Sire \_\_\_\_\_ Reg.# \_\_\_\_\_

Pasture exposed from: \_\_\_\_\_ (date) \_\_\_\_\_ (date) \_\_\_\_\_

Pasture expose sire: \_\_\_\_\_ Reg.# \_\_\_\_\_

### Footnotes:

Please give any information that will help sell the consignment.

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Attach a copy of the animals' registration paper with the entry. **Make copies of this form only 1 entry per form.** All consigners must sign that they have read and understand the PAUS Sale rules and regulations.

\_\_\_\_\_  
Consigner Signature

\_\_\_\_\_  
Date

Mail this information plus the \$100.00 consignment fee to:

PAUS  
343Barrett Road  
Elsberry, MO 63343

**Entry Deadline January 5, 2009**

EPD'S		BW	WW	YW	MILK	TM

**These will be completed by the PAUS Office**