

DBC Auction Terms and Conditions

Deer Breeders Corporation (“Auctioneer” or “DBC”) agrees to act as consignor’s agent for the sale of deer, semen and other personal property (the “Properties” or “Lot(s)”) to various potential buyers at our annual Auctions, subject to the following terms:

Consignments

All consignments in the live auctions will be charged a 10% sale commission on the last bid for each Lot. In the event that the Lot is purchased by the seller or representative of the seller (buy back), the sale commission will be 10% with a minimum sales fee of \$250.00. If the Lot is over \$50,000, the sales commission is 8%, if the Lot is over \$100,000, the sales commission is 5%. Any Lot removed from the sale for any reason after the catalog has been printed will be charged a \$250 administrative fee for the first removed Lot per auction. After the initial removed Lot, any additional removed Lots will be charged a \$500 administrative fee.

All Lots have the option to be bought back by the seller or representative; all Lots removed from the sale must be done before the auction starts with a signed letter or email only. All consignors that place a reserve on their Lot in writing agree to pay commission on that amount at a minimum.

NO WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO ANY DESCRIPTION CONTAINED IN THIS AUCTION. THE PROPERTIES ARE AUCTIONED “AS IS, WHERE IS, WITH ALL FAULTS,” AND BUYERS ARE RELYING ONLY ON THEIR OWN, INDEPENDENT INVESTIGATION.

Qualifications

All consignors must be a member in good standing of the DBC. All deer and/or semen consigned must be submitted with a DNAS parentage verification certificate. Only those deer which are verified by DNA will be included in the written pedigree in the auction book with the exception of donated Lots. (ALL DEER MUST BE SUBMITTED WITH A DNAS PARENTAGE VERIFICATION CERTIFICATE). Only a limited number of consignments per breeder number may be submitted to each auction. The number of consignments per breeder will be specified on each consignment form.

All Lots will be judged by the Auction Committee and only a certain number of Lots will make it to the live auction, which determination shall be in the sole discretion of the Auction Committee. Please consign your very best Lot possible.

Consignors warrant that they are the sole owners of the Properties, that they have not encumbered the Properties in any way (by pledging the Properties as collateral for a loan on in some other way), that they have the absolute right to consign the Properties to auction, that good title will pass to the purchaser, and that all of the Properties are genuine. If acting as agent for an undisclosed principal, the agent and the principal jointly and severally make all of the warranties and assume all of the obligations hereunder as though each of them were acting as the principal. Consignor further warrants and agrees to indemnify Auctioneer and hold Auctioneer harmless forever from and against any and all claims, demands, losses, liabilities, and expenses (including attorney fees) relating to any claim of breach of these representations and warranties.

Buyer/Bidder Registration

All potential bidders/buyers must register prior to bidding by, among other things, signing below. Bidders will receive a bidder’s number upon registration which will be used during the auction bidding process. Upon registration, buyers agree to the DBC Auction Terms and Conditions.

Payment

For purchases of any donated Lots and semen Lots, amounts due must be paid in full immediately at the end of the Auction regardless of whether the consignor also purchased Lots in the sale. For purchases of non-semen and non-donated Lots, bidder/buyers must make payment of 50% immediately at the end of the auction; the remaining balance must be paid to the consignor at the time of pick up or delivery. Lot purchases will NOT be deducted from the consignor’s settlement and consignors will not be paid until buyers have paid for the items purchased and the check has cleared the bank. Payments can be made via personal check, business check or credit card (All credit card payments will be charged a 3% service fee.) The DBC will take its commission from the initial 50% and mail a check to the consignor for the remaining portion of the total sales price. Purchasers are encouraged to pay the day of the sale and will be **charged a late fee of \$5.00 per day after 10 business days until the balance is settled**, with the exception of online simulcast purchases who will have 10 business days from the date of the sale to submit payment via personal check, business or credit card by phone. The DBC reserves the right to accept payment based on special valid circumstances.

Auction Additions/Changes

Any changes or additions to the auction catalog will be made by the auctioneer or auction announcer from the auction block at the time of auction. Items may be changed or added to at the sole discretion of the DBC or auctioneer.

Bidding

All Lots auctioned will be sold to the highest bidder as determined by the auctioneer. Once the auctioneer has said “SOLD”, buyers will be presented with a contract. This contract must be signed by the buyer and will therefore require payment from the buyer to the auction agency and the consignor. If potential buyer does not agree to sign the buyer’s agreement form, the attempted sale is revoked and the Lot(s) will be sold again.

Lots with multiple animals/straws will be sold to the highest bid “times” the number of items. Back-up bidder then has the option to purchase any remaining items for the same amount. Lots with multiple items will not be divided and auctioned multiple times.

DBC Auction Terms and Conditions

Delivery

The delivery of all Lots sold at auction must be arranged by the buyer and the seller. DBC does not assume any responsibility for the delivery or transfer of any animals or materials sold at auction. DBC also holds no responsibility for the size, score, or the genetics represented by the seller of animals auctioned, or the craftsmanship of materials other than animals auctioned. **The buyer has 30 days from the final day of the auction to contact the seller for any items purchased; after the 30 days the purchase is voided if not contacted.**

Liability

You agree to waive, release, indemnify, and hold harmless DBC, its employees, directors, officers and agents from and against any and all claims, demands, causes of action, fines, penalties, damages (including incidental and consequential) liabilities, judgments and expenses including reasonable attorney fees and costs, on account of damages to or loss of property or profits arising from the Auction, INCLUDING ANY ALLEGED NEGLIGENCE ON THE PART OF AUCTIONEER.

Entire Agreement

You agree that this is the entire agreement between the parties, and that no other oral or written agreements exist concerning the Properties and/or the Auction. This agreement can only be changed in writing, and if any part of this agreement is held to be unenforceable, all other parts of this agreement shall continue to be in full force and effect; any part that is found to be unenforceable shall only be limited so that it shall be enforced to the fullest extent permitted by law. YOU EXPRESSLY WAIVE RELIANCE ON ANY REPRESENTATION NOT CONTAINED IN THIS AGREEMENT.

Binding Arbitration

Any claim, dispute, or controversy in connection with, relating to and/or arising out of the Auction, this Agreement, any amendment thereof, any consigned Properties or damage to consigned Properties, any interpretation of this Agreement, any alleged verbal modification and/or any purported settlement whether asserted in contract, tort, under Federal or State statute or regulation shall be presented in confidential binding arbitration before a single arbitrator, that the parties may agree upon, selected from the AAA list of Texas arbitrators. If the parties cannot agree on an arbitrator, then AAA shall appoint the arbitrator and it shall be conducted under AAA rules. The locale shall be Dallas, Texas. The arbitrator's award may be enforced in any court of competent jurisdiction. Any claim must be brought within two (2) years of the alleged breach, default or misrepresentation, or the claim is waived. This agreement and any claims shall be determined and construed under Texas law. The prevailing party (a party that is awarded substantial and material relief on its damage claim based on damages sought vs. awarded or the defense of a claim based on damages sought vs. awarded) may be awarded its reasonable attorneys' fees and costs.

Consignor/Bidder

Date_____

Deer Breeders Corporation

Date_____