

NORTHERN ARIZONA JUNIOR LIVESTOCK ASSOCIATION AUCTION BUYER RULES AND CREDIT AGREEMENT

All buyers must register in order to participate in the Northern Arizona Junior Livestock Association Auction. BY bidding on an animal you agree to the following terms:

1. **ALL SALES ARE FINAL!** 4-H and the Association members understand that once animals are auctioned, the sale is final.
2. For all buyers selecting the Buyer Pick-up and/or Buyer Take Home option for the animal purchased during the auction **MUST BE** at the fairgrounds on Monday, September 5th, 2016 at 4 pm to receive/pick up your purchased animal.
3. We welcome all ADD-ON bids. Please complete an "add-on" form and return to the registration table before the end of the auction.
4. Your statement will be mailed by **Northern Arizona Junior Livestock Association** soon after the Auction. Checks should be made payable to **NAJLA** and addressed to NAJLA, Attention: Kodi Mortensen, PO Box 3472, Flagstaff, AZ 86003. For questions and changes regarding your auction statement, please contact Kodi Mortensen, Treasurer, at (928)814-8160 for further assistance.

CREDIT AGREEMENT: The undersigned applicant (the "Buyer") hereby applies to the Northern Arizona Junior Livestock Association (the "Association") for a line of credit for the purchase of livestock. As considered for Association accepting this application, acceptance being evidenced and acknowledged by Buyer's receipt of goods, upon credit, Buyer agrees to the following additional terms and conditions:

- 1) Neither the Buyer nor the Association shall have any obligation to sell or purchase or to continue to sell or purchase livestock, provided that all sales and purchases actually made shall be governed by this Agreement.
- 2) To pay all bills and invoices when rendered. Payment is due in full by the end of the auction unless other arrangements have been approved in writing. If approved in writing, the association or its designee may mail their payment to: NAJLA, Attention: Kodi Mortensen, PO Box 3472, Flagstaff, AZ 86003. Association or its designee may mail to Buyer a statement or invoice of the Buyer's account and unless the Buyer notifies the Association in writing within 15 days of the date of such mailing of any errors in such statement or invoice, it shall be deemed to be correct and accepted as rendered. All transactions upon credit shall be deemed due, owing and payable upon buyer's receipt of Association's invoices and statement. That portion of the total due not paid within 30 days of the auction billing date will become delinquent.
- 3) To pay Association a delinquency charge, which shall be computed by applying a periodic compounded monthly rate of 5% to the delinquent portion of Buyer's account (excluding accrued delinquency charges), indicated on each statement. Unless otherwise specified in writing by the Buyer, all payments and credits shall be applied first to accrued and unpaid delinquency charges and second to charges for livestock commencing with the oldest charge indicated on the statement or invoice. Buyer's willingness to pay delinquency charges shall not affect its obligation to make all payments on or before the due date.
- 4) All accounts not paid in full within 120 days of the auction billing date will be turned over to a collection agency. Your auction account will be charged an additional 40% collection fee.
- 5) To pay Association all collection costs, court costs and reasonable attorney fees incurred if any action is undertaken to collect unpaid balances owed to Association.
- 6) That Association may bring legal action against Buyer to enforce the terms of this Agreement or any other right of legal action, which Association may have. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Buy specifically agrees that any lawsuit or action against Association to collect any unpaid balances or to determine any other matter arising out of this Agreement or Buyer's relationship with Association shall be brought in the Coconino County, Arizona Superior Court. Customer fully understands that they are waiving their right to object to where this action is litigated.
- 7) THE GOODS AND SERVICES SOLD PURSUANT TO THIS AGREEMENT ARE SOLD WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH THE SOLE EXCEPTION OF SUCH ASSOCIATION'S EXPRESS WRITTEN WARRANTIES AS MIGHT BE DELIVERED TO THE BUYER IN CONNECTION WITH ONE OR MORE PARTICULAR SALES OF GOODS OR SERVICES.
- 8) This Agreement constitutes the complete agreement and understanding between Buyer and Association in respect to matters herein stated, and this Agreement shall not be modified or amended except in writing, signed by Association and Buyer.
- 9) If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable, law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of the Agreement shall remain in full force and effect.
- 10) Nothing in this Agreement shall be deemed to limit Association's collection rights or remedies.
- 11) **GUARANTY:** The undersigned (the Guarantors) agree to guaranty and promise to pay, unconditionally, all sums (present and future) owed to the Association pursuant to or arising from the terms of the above Agreement. We specifically acknowledge and agree to be bound, personally, and individually, jointly and severally, by the terms regarding interest, venue, costs and fees. This is intended to, and shall be a continuing guarantee and shall not be revoked except by advance written notice to the Association. A revocation shall not apply to any unpaid balances prior to the date of revocation. The Guarantors acknowledge that the obligations hereunder are joint and several and independent of the obligations of the Buyer and a separate action may be brought against any one or more of the Guarantors whether or not the action is brought against any other Guarantors or against the Buyer. Guarantors waive any right to have the Association proceed against the Buyer or any security held from the Buyer, Or firm (we) is (are) financially able to meet any commitments we have made and we expect to pay our invoices according to your terms, plus your customary monthly finance charge if account is not paid with due.

I, _____, understand that in completing this form, I will be given the opportunity to participate in the 2016 Northern Arizona Junior Livestock Auction and agree to the terms and conditions of the Auction Rules and Credit Agreement.

Buyer (Company) Name: _____

Buyer Contact Name: _____ **Phone Number:** _____

Buyer Signature: _____ **Date:** _____

For Official Use Only

Buyer #
