



The Llama Futurities Association
Sale Application and Agreement

Entry Deadline: May 1st, 2019.

(This is the hard deadline. No exceptions will be made.)

Please Include: A check or money order in the amount of \$200.00 per consignment made payable to "LFA". Additionally, please send a copy of your consignments ILR certificate and three high quality photographs of your animal - one head shot, one right side profile and one left side profile, to Jenni Olson.

Stalling: There will be no stalling charge for sale consignments. Sale animals will stall be stalled separately from animals entered in the World Futurity, Gathering of Friends and Champions or Transit llamas.

Please Review the Sale Terms and Conditions found as page 3 and 4 on this document and also on the LFA website, www.thelfa.org.

Send all entries, photographs, payment , and copy of ILR Certificate to:

Jenni Olson
7937 Maple Hill Rd
Corcoran, MN 55340
Olsonje2@hotmail.com



Name(s): _____

Farm Name: _____

City: _____ State: _____ Zip: _____

Consignment Name: _____

(As it appears on ILR papers)

Consignment ILR#: _____ Consignment DOB: _____

Service Sire: _____ Due Date: _____

Catalog Statement: _____

___ I have read, and understand and agree to all the conditions of this sale as set forth in this contract by "The Llama Futurity Association". I do further swear that all information furnished regarding this entry is true and correct to the best of my knowledge and LFA is not responsible for any errors. All guarantees are strictly between Consignor and Buyer

X Owner/Agent Signature

Date



The Llama Futurities Association

Sale Terms and Agreement

The following Terms & Conditions including any announcements by the Auctioneer before or during the auction; constitute the entire agreement between the **Llama Futurity Association** and the **bidders at the auction**.

- I am a member of the LFA and hereby enter the above registered llama in the LFA Llama Sale to be held June 29, 2019.
- I am in good standing with the LFA and have no outstanding debt due to the LFA.
- Enclosed is my check for **\$200.00** to pay the **consignment fee**. I understand and agree that this fee is non-refundable and non-transferable for any reason once confirmation is made of my sale entry. Once accepted, this entry will be reserved for the LFA Sale only.
- In the event this animal is sold prior to the sale or if for any reason I withdraw this entry from the LFA Sale, other than as certified by a veterinarian, I will be charged a **\$200.00 withdrawal fee**.
- There will be a **10% commission fee** charged if an animal receives a minimum bid or meets the seller's reserve. If there is no sale, there will NOT be any commission charged.
- I agree to pay a 10% of the highest bid received whether I sell the llama or exercise my option to have the last bid and/or reserve and buy back the llama.
- No Substitutions will be allowed without prior approval from the LFA Sale Management.
- A **minimum opening bid** of no less than **\$500** will be accepted by the auctioneer.
- All sales constitute a **contract between the buyer and seller** of each animal sold. LFA assumes **NO responsibility**, legal or otherwise, in regards to the sale contract.
- I understand that no payment will be made to me until such time as the buyer has made satisfactory payment to the LFA and as soon as the buyer's check clears the bank. As soon as the check clears the bank the registration papers will be sent to the buyer and the consignor will be paid by check less commissions.

Warranties:

- **Proven Producers:** A proven producer is a female that has already had a cria. Proven producers will be considered to be fertile. There are NO expressed or implied warranties for proven producers.
- **Newborn Crias:** There are NO expressed or implied warranties on newborn crias sold with their dams.

- **Bred Maidens:** A bred maiden is a female that has not yet had a cria but is determined to be pregnant. There are NO other expressed or implied warranties for bred maidens.
- **Young Females:** Young females are guaranteed to have anatomically normal reproductive tracts. There are NO other expressed or implied warranties for young females.
- **Proven Males:** A proven male is a male that has settled a female or that has been tested fertile. Proven males will be considered to be fertile. There are NO expressed or implied warranties for proven males.
- **Young Males:** Young males have been checked by a veterinarian and have been found to have anatomically normal reproductive organs. There are NO other expressed or implied warranties for young males.
- **Young Males and Females:** Buyer's veterinarian must notify the Seller in writing within one year of the sale of any claimed abnormality with respect to Young Males or Young Females. The Seller shall, at the Seller's option, either (1) replace the llama with a llama of equal quality, or (2) give the Buyer credit toward the purchase from Seller of another llama of the same or different sex in an amount equal to the total amount of the purchase price.
- All sale animals must be fully registered or screened as a llama, as approved by ILR and/or the LFA.
- **DNA Testing Requirements:** DNA testing is no longer mandatory. **NOTE:** LFA is NOT responsible for the genetic parentage of the claims entries.
- EXCEPT AS EXPRESSLY STATED ABOVE, SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY WARRANTY EXPRESSED OR IMPLIED OF ANY NATURE WHATSOEVER WITH RESPECT TO THE ANIMALS IN THIS SALE. The foregoing is the full extent of the responsibility of the Seller, and by way of illustration and not limitation, in NO event shall the Seller be liable for incidental or consequential damages, or for any changes or expenses of any nature incurred without Seller's written permission.
- **Terms:** Cash or check preferred. Payment in full must be made to the cashier immediately following the sale. Personal checks are to be made payable to "**Llama Futurity Association**". Seller reserves the right to require a certified check as settlement before releasing an animal.
- **Financing:** Financing may be available on some lots, which will be announced at the preview and before the llama sells. The financing conditions and terms are the same for any financed llama sold. The conditions are as follows: 1.) The owner must have signed an agreement to offer financing on their llama, and only those llamas announced at the sale as being available on terms will be sold using the promissory note. 2.) Terms are only available on llamas selling for at least \$5,000. 3.) At least 50% of the purchase price will be paid as a deposit with the balance due in 1 year with 10% interest being assessed. 4.) All llamas being financed must be insured before leaving the facility. 5.) Seller will retain original registration papers until the llama is paid in full. 6.) The promissory note for the balance is strictly between the Buyer and Seller. Llama Futurity Association assumes no responsibility, legal or otherwise, in regard to the promissory note. If Visa or MasterCard are used to purchase animal(s), the charge is subject to bank approval and a processing fee will be added to the purchase price.
- **Bidding:** The highest bidder recognized by the Auctioneer shall be the Buyer. Bids tendered after the fall of the hammer are not valid grounds for dispute. If any dispute arises between two or more bidders or in the event of doubt on the Auctioneer's part as to the validity of any bid, the Auctioneer will have the final discretion either to determine the successful bidder, or to re-offer and resell the llama in question. The Auctioneer's determination is conclusive and not subject to challenge. The Auctioneer reserves the right to reject any bid.
- **Title and Delivery:** Title passes to the Buyer upon the all of the hammer. All risk of death or injury to the llama becomes the Buyer's risk upon the fall of the hammer. Each Buyer, following their purchase, shall sign an Acknowledgment of Purchase. Please write your full name and address clearly.
- **Registration Papers:** All registration papers will be delivered by First Class Postage when checks clear the bank. Please write your full name and correct and current address on the envelope provided for you by the cashier. Buyer is responsible for all transfer fees.

- **Default of Purchase:** If any person shall purchase a lot and fail to pay for it in the manner described above, the Seller shall have, in addition to all other legal rights, the right to resell the lot, or at Seller's option, bring an action for specific performance, in which event the defaulting Buyer agrees to pay all costs of such suit, together with all reasonable attorney's fees and costs. In the event of a resale, the defaulting Buyer agrees to pay all costs of the resale, plus any deficiency between the original total purchase price and the total purchase price upon resale.
- **Transportation:** The Buyer, at the Buyer's own expense, shall transport the llama from the auction. Any arrangement or disposition of the llama after purchase other than immediate removal must be made directly between the Buyer and Seller.
- **Catalog:** Every effort has been made to assure correctness of the catalog, but the Seller is not responsible for errors or omissions. Any corrections made to the catalog at the time of the sale from the Auctioneer's podium shall supersede the catalog.
- **No Liability:** Any person attending the sale, whether as a Buyer, observer, or the agent, employee or assign of any persons, does so at their own risk. No liability, duties, obligations, and/or responsibilities of any kind or nature shall be imposed upon the Sellers, the Auctioneer, or any owners, employees or assigns of the Llama Futurity Association, for any accident, injury, mishap theft, damage, and/or other harm regardless of cause.
- **Disclaimer of Liability of Auctioneer:** Neither the Auctioneer, the Sellers, nor any agent, make any representation or warranties whatsoever with respect to the sale animals. All representations contained herein are made by the Seller only.
- **Authorized Agents:** Persons acting as agents must so indicate when signing Acknowledgment of Purchase.
- **Governing Law:** The laws of the State of Iowa will govern the sale and all transactions between the Buyer and Seller.

Important Notices

- **Absentee Bids:** Absentee bidding is available as a convenience for Buyers who are unable to attend the Auction. Bids may be left with an auction representative who will try to purchase the lot or lots of the Buyer's choice for the lowest possible price, and never for more than the maximum amount authorized. These bids are accepted subject to the Terms and Conditions of the Sale. Although every effort will be made to execute these bids, Seller will not be responsible for error failure to execute bids.
- **Breeding Dates and Due Dates:** Any corrections, additions or revisions of breeding dates and/or due dates will be announced at the time of sale by the Auctioneer; these dates are for your information only.
- **Health Requirements:** All Llamas entering the state of Iowa must be accompanied by a current 30 day health certificate.
- **DNA Testing Requirements:** DNA testing is encouraged, but no longer mandatory. **NOTE:** The Llama Futurity Association is NOT responsible for the genetic parentage of the sale entries.
- Buyers are urged to examine llamas carefully and read these Terms and Conditions of the Sale.
- For questions regarding Terms and Conditions of the Sale, please contact the LFA President.