

★ TERMS & CONDITIONS

1. **Registration.** All buyers must register. Buyers agree to the terms and conditions herein which constitutes a legal contract to buy any item you are successful in bidding upon.
2. **Catalog and Corrections.** Every effort has been made to ensure correctness of the catalog. Seller has sworn that all information furnished regarding the entries are true and correct to the best of Seller's knowledge. Celebrity Sales and the Auctioneer are not responsible for errors or omissions and assume no liability on its part or the part of the Seller as to any statements, either verbal or written, regarding any animal sold. Celebrity Sales and Auctioneer will attempt to announce any corrections brought to their attention by the Seller prior to the sale. Seller is solely responsible for any errors contained in the catalog and not reported to Celebrity Sales.
3. **Birthing and Breeding Dates.** All birthing and breeding dates not provided in the catalog will be announced at the sale. Condition of females shall also be announced at the sale. These dates are for your information only and shall not be deemed to be representations or warranties.
4. **Inspection of Animals.** Buyers are urged to inspect the animals prior to the sale. Any questions regarding the animals that are not contained in the sales catalog should be directed to the Seller and not to Celebrity Sales. Buyers are urged to carefully examine the animals and familiarize themselves with pedigree and other information prior to bidding. Buyer should review all ARI registration and health information of the animals prior to sale. Animals in the auction may have been shorn, trimmed, or cleaned for health and/or presentation reasons. Failure of Buyer to perform due diligence shall not be grounds for modification or rescission of purchase.
5. **Attendance at Own Risk.** Any person attending or participating in the auction sale does so at his own risk and no liability, duties, obligations, and/or responsibilities shall be imposed upon CELEBRITY SALES for any accident, injury, fire, mishap, theft, damage, and/or any other harm regardless of the source of imposition that may occur during the event.
6. **Bidding/Auctioneer's role.** The Auctioneer is not an employee of Celebrity Sales and is an independent contractor utilized for the auction. Unless stated to the contrary, the owner or representative of each alpaca shall have the right to bid or place a reserve bid on his animal selling. The highest bidder is to be the Buyer and in successfully bidding, Buyer agrees to comply with all of the terms and conditions of the sale. All sales are final and there will be no exchange or refunds. If any dispute arises between or among two or more bidders, sole authority to settle the dispute is reserved to the Auctioneer, and his decision shall be final. The Auctioneer reserves the right to reject any or all bids.
7. **Telephone Bids.** Telephone bids are accepted subject to the Terms and Conditions of the Sale. Neither the Seller, Celebrity Sales, the Auctioneer, or any Agents will be responsible for any errors in or a failure to execute telephone bids.
8. **Payment.** Terms of the sale are cash and payment in full, or terms as offered by the Seller. Settlement must be made with Celebrity Sales immediately following the auction, checks to be payable to Celebrity Sales. Sellers may reserve the right to require a certified check as settlement before releasing any animals. All payments due at the time of sale should be made payable to Celebrity Sales. In no case should any payment made at the time of sale be made to anyone other than Celebrity Sales. For sales providing payments due after the sale, such as financed sales, all future payments are to be made to the Seller.
- 9 **Post Bid Procedures.** Immediately after the close of the auction sale, each successful bidder at such sale shall be required to:
 - a. Complete and execute the "Acknowledgement of Purchase" handed to each Buyer for signature. Be sure to write clearly, giving full name and address. Upon receiving payment, the clerk will mark the Acknowledgement of Purchase "PAID," whereupon it becomes Buyer's responsibility to obtain delivery.
 - b. If the transaction is to be financed, meet with the seller to verify payment terms and place of payment along with any other documentation required by the Seller.
 - c. Meet with seller to arrange transfer of the animal. Buyer assumes all risk and expenses of the animal from the time of the successful bid. Any arrangement for disposition of the animal after purchase other than immediate removal must be made directly between Buyer and Seller and Celebrity Sales assumes no responsibility regarding the disposition of the animal following the sale.
10. **Failure to Purchase at Time of Sale.** If any buyer purchases a lot and does not pay for it at the time of the auction, Celebrity Sales and/or Seller shall have the right to resell the lot or, at their option, bring action against Buyer for specific performance, in which event Buyer agrees to pay all costs of such suit and reasonable attorney fees. In the event of resale, the defaulting Buyer agrees to pay all costs of resale plus price deficiency. Buyer acknowledges that Celebrity Sales and/or Sellers decision for immediate resale is at their sole discretion and that the resale is a reasonable method in which to obtain the best price on the lot.
11. **Registration Papers.** Celebrity Sales will hold all ARI registration papers until payment is received and the check clears the bank.

At that time Buyer will be mailed the registration papers. Buyer pays transfers. For financed sales, Celebrity Sales will return the registration papers to the Seller and the Seller shall be responsible for transferring the papers to the Buyer at such time as the financed sale is completed or as otherwise agreed to between Buyer and Seller.
12. **CELEBRITY SALES.** As used in this agreement, "Celebrity Sales" includes Tim and Teresa Vincent, and any agents, representatives, employees and/or affiliates.
13. **CELEBRITY SALES ASSUMES NO LIABILITY**
- 14 Not an Agent or Representative of Buyer and Seller. Celebrity Sales is not an agent or representative of either the Seller or Buyer. All sales constitute a contract between the buyer and seller only of each animal sold. Celebrity Sales assumes no responsibility, legal or otherwise, in regard to the sale contract. Buyer and Seller further agree to hold CELEBRITY SALES HARMLESS AND FREE FROM ANY LIABILITY for any and all claims regarding the failure on the part of either Buyer or Seller to perform the terms of any sale including but not limited to any claim for rescission, fraud, negligent misrepresentation, breach of warranty, breach of contract, failure to deliver animal, and breach of any implied covenant.
15. Celebrity Sales makes no warranties or representations concerning the animals. Celebrity Sales makes no warranty whatsoever regarding the animals including any express warranties or implied warranties for fitness for a particular purpose or of merchantability. Neither Celebrity sales or the Auctioneer may give any warranty, express or implied as to the quality or description of the animal listed for sale. Celebrity Sales does not guarantee the soundness of any animal or the birthing of any female. Any information or representation in a Catalog or announced by Celebrity Sales or the Auctioneer regarding the animal is information provided solely by Seller. Information in the Catalog or reported by Celebrity Sales in any advertising or announcement or other medium employed does not constitute a guarantee, warranty, or representation, from Celebrity Sales whatsoever. Seller and Buyer both acknowledge that they have not relied on any representation from Celebrity Sales regarding the animal in determining whether to enter into any sale. Buyer and Seller agree to hold CELEBRITY SALES HARMLESS AND FREE FROM ANY LIABILITY for any problem in quality or defect in the animal sold.
16. **Inspection of Animals.** The animals listed for sale have been available for inspection prior to the sale, during which time prospective buyers have the opportunity to examine such animals and examine any documentation pertaining to the animals. Failure to inspect any animal will not constitute a ground for any claim, adjustment, or rescission by any buyer.
17. **Risk of loss.** The successful bidder for any animal shall assume responsibility, from the time the bid is successful, for the care and handling and all risks of loss or damage and shall have all obligations and liabilities otherwise associated with an ownership interest in such animal.
18. **Changes in the Event.** Seller and Buyer agree to hold CELEBRITY SALES HARMLESS AND FREE FROM ANY LIABILITY harmless from damages in the event that unusual or unforeseen circumstances result in the change of location, change of time or date, or cancellation or similar modification of this sale.
19. **Dispute Resolution.**
 - a. **Arbitration.** Any dispute in which Celebrity Sales is named as a party, including any claim that arises out of any agreement between Seller and Celebrity Sales and Buyer and Celebrity Sales or any agreement between Seller and Buyer whereupon Celebrity Sales is included as a party either by cross claim or third party claim including any suit or claim to the interpretation or breach of any agreement or tort concerning Celebrity Sales,

or to the existence, scope, or validity of any agreement or the arbitration agreement, such dispute shall be resolved by arbitration in accordance with the then effective arbitration rules of ("ASP"), and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The arbitration shall be in Corvallis, Oregon or as otherwise may be mutually agreed to by all the parties. A sole arbitrator shall be utilized. In lieu of the arbitrators available through ASP, the parties may instead elect to mutually select an arbitrator not available through ASP, including but not limited to an arbitrator who is not an attorney and is instead a recognized professional in the industry. Regardless of which arbitrator is chosen, ASP arbitration rules shall otherwise apply. The arbitrator's decision will be final and all matters shall be settled by Arbitration.

- b. **Choice of Law.** The laws of the State of Oregon shall apply to all arbitrations or any suit filed in court.
- c. **Attorney Fees.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted against Celebrity Sales the party not prevailing shall pay the prevailing party's costs, disbursements, and attorney fees and expenses of expert witnesses. In determining reasonable attorney fees, ORCP 68 shall apply. Additionally, the Court or arbitrator shall award the prevailing party attorney fees of \$2,500, which the parties agree is a reasonable attorney fee for collecting any resulting judgment.
- d. **Miscellaneous.** This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. Any modification of this agreement or additional obligation assumed shall be binding only if in writing signed by each party. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision and the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

GENERAL NOTICES

- 1. **Micro-Chips.** Micro-chips are required for all alpacas. Each alpaca must be identified by their micro-chip number on all forms and health documents. Please check that all alpacas are properly micro-chipped prior to coming to the show, as any alpaca with a missing or unreadable microchip will be denied entry into the show facility.
- 2. **BVD Testing Required.** All alpacas must be negative for BVDV by a PCR or VI lab test and said negative results shall be indicated on the certificate of health (Health Papers). Sellers must bring a copy of the Health Papers as Celebrity Sales may be required to keep a copy by state law.
- 3. **BVDV.** We remind people that the requirement of a negative BVDV test will not eliminate the possible presence of BVDV at the show, but will greatly reduce the risk of exposure. It is strongly recommended that all exhibitors institute on-farm bio-security protocols for returning from any show or other alpaca event to minimize the risk posed by BVDV and other contagion.
- 4. **Auction Entries.** Alpacas in the auction may have been shorn, trimmed, or cleaned for health and/or presentation reasons. Buyers are advised to inspect alpacas carefully prior to bidding.
- 5. **Buyers Due Diligence.** Buyers are urged to carefully examine the alpacas and familiarize themselves with pedigree and other information prior to bidding. Failure by buyer to perform due diligence will not constitute a ground for any claim, adjustment, or rescission by any buyer.
- 7. **State Health Requirements.** In addition to the above show requirements all alpacas entered in or present at the event must meet State Veterinary requirements. Missouri requires that all camelids shall be in compliance with requirements noted below as specified for camelids with a Certificate of Veterinary Inspection issued within thirty (30) days prior to entry.

MISSOURI STATE HEALTH & ENTRY REQUIREMENTS

READ THE FOLLOWING CAREFULLY! FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS BELOW MAY RESULT IN DENIAL OF ENTRY TO THE VENUE, EXPULSION FROM SHOW/SALE AND POSSIBLE QUARANTINE BY THE STATE OF MISSOURI.

Following are the test requirements for the state of Missouri: All animals shall be accompanied by a Certificate of Veterinary Inspection (CVI) dated within 30 days of the event. All alpacas are to be listed by their corresponding micro-chip numbers.

All alpacas must be micro-chipped and ARI registered. All alpacas shall be identified on all health documents by their micro-chip number.

ADDITIONAL AOA REQUIREMENTS

According to AOA rules, all alpacas entered in or present at all AOA Certified shows must be negative for BVDV by a PCR or VI lab test and said negative results shall be indicated on the Certificate of Veterinary Inspection (CVI) (Health Papers).

For any BVDV testing done in or after 2010, PCR is the only accepted method of testing for shows. For testing that was done previous to 2010 both PCR and VI will be accepted. Negative results shall be indicated on the Certificate of Veterinary Inspection (CVI) (Health Papers). Remember to bring a copy of your CVI for your Show Superintendent as we are required to keep a copy of your Certificate of Veterinary Inspection.

Remember to bring a copy of your CVI for your Show Superintendent as they are required to keep a copy of your Certificate of Veterinary Inspection.

WARRANTY INFORMATION

- A. For a maiden female – Consignor will guarantee that this female is reproductively sound and able to get pregnant before her second birthday. If not, consignor will have six (6) months from that date, to investigate and attempt to get female pregnant at consignor's expense. If pregnancy is not confirmed by that time, consignor will agree to replace the original female with a female of like quality. Any additional health charges besides reproductive or transportation to Consignor are at Buyer's expense.
- B. For a pregnant female – Consignor will guarantee that this female can carry offspring evident by her pregnancy now which has been confirmed and will be re-confirmed no more than 30 days prior to sale date by ultrasound or a positive progesterone. Proof of pregnancy will be provided to Celebrity Sales with consignment form and then again at animal check-in.
- C. For a live-born cria that will live for at least 24 hours – Buyer must notify seller of loss of cria within 10 days with a licensed veterinarian certification stating the cause of death. Consignor will provide to Buyer a re-breeding of that female not including any expenses associated with the re-breeding or transportation of the female to consignor.
- D. Proven Male. Seller warrants that the male is a proven breeder, and has successfully impregnated females. There are no other express or implied warranties.
- E. Unproven Male. This male has been checked and found anatomically correct by a veterinarian. Seller warrants this male shall be capable of impregnating a female by the time he reaches 42 months of age. Should the male be incapable of impregnating a female by this time, males is to be returned to the seller for a period of 120 days, during which time the seller must prove the male's ability to impregnate a female. If within this 120 days, the male is still not proven to have impregnated a female, the buyer shall be entitled to remedy. Remedy shall be either replacement with a similar quality male alpaca or a refund by seller of the purchase price. Abuse or neglect on the part of the buyer (such as failure to annually shear the male for summer) shall nullify warranty.