

Chambers County Youth Project Show Exhibitor Registration and Agreement

Exhibitor Information:

Legal Name: _____

Parent/Legal Guardian: _____

Relationship to Minor: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

ALL TERMS HEREIN ARE ACCEPTED AND AGREED BY THE UNDERSIGNED:

Exhibitor Signature: _____

Parent/Legal Guardian Signature: _____

Date: _____

1. Introduction. Thank you for participating in the Chambers County Youth Project Show! Auctioneer (hereinafter defined) is facilitating the potential sale of certain livestock and/or animals (“animals” or individually an “animal”) from Exhibitor Parties (hereinafter defined) to potential buyers in the formats of an auction (“Auction”) and barn sale (“Barn Sale”) taking place at _____ (“show grounds”) on or about _____. Exhibitor Parties desire to register to sell animal(s) which Exhibitor Parties register online through Auctioneer’s website to potential buyers in accordance with the terms of this agreement (“Agreement”). Such online registration (“Registration”) is made a part of this Agreement and incorporated by reference.

2. Definitions. “Auction Sales Price” shall mean the amount of the bid which Auctioneer accepts from Buyer (hereinafter defined) for an animal sold at the Auction. “Auctioneer” shall mean Chambers County, Texas, a body corporate and politic under the laws of the State of Texas, and its representatives, but shall not include any other agency or group affiliated with Chambers County, Texas. “Barn Sales Price” shall mean the amount which an animal is placed for sale at the Barn Sale, as determined by Exhibitor Parties during Registration. “Buyer” shall mean any person who has registered under that certain Chambers County Youth Project Show Bidder Registration and Agreement (“Bidder Registration Agreement”), regardless of whether such person purchases an animal at the Auction or Barn Sale. “Exhibitor” shall mean each person that has registered with Auctioneer to sell an animal at the Auction or Barn Show. Exhibitor shall be identified on the ear tag number of each animal it has registered. “Exhibitor Parties” shall mean, collectively, Exhibitor and the parent/legal guardian listed above under Exhibitor Information. “Sales Price” shall mean the Auction Sales Price or the Barn Sales Price, as the case may be.

3. Role of Auctioneer. Exhibitor Parties hereby grant Auctioneer authority to sell animals on behalf of Exhibitor Parties in accordance with the terms herein; provided however, Exhibitor Parties understand and agree that Auctioneer’s role is merely as a facilitator of transaction(s) between Exhibitor Parties and Buyer, both in the Auction and the Barn Sale, and that Auctioneer is not liable for damages of any kind related to any transaction between Exhibitor Parties and Buyer.

4. Terms of Sale and Bids – Auction. Exhibitor Parties’ animal(s) will be placed for sale in an auction format, where Buyers may bid on such animal(s). Auctioneer shall have the option to accept any bid placed by any Buyer, and Exhibitor Parties agree to sell such animals for the Auction Sales Price and in accordance with the terms herein. Notwithstanding anything to the contrary contained herein, Auctioneer, in its sole discretion, shall have the right to reject or refuse any bid from any Buyer for any reason. All discrepancies, including but not limited to the amount of a bid or the winning bidder of an animal, shall be determined by Auctioneer in its sole discretion.

5. Terms of Sale – Barn Sale. Animals not sold at the Auction may be placed for sale in the Barn Sale for the Barn Sales Price if Exhibitor Parties make an election in the Registration to place any animal for sale in the Barn Sale. Exhibitor Parties agree to sell such animals for the Barn Sales Price and in accordance with the terms herein.

6. Assignment of Amounts Owed. Exhibitor Parties hereby grant and convey to Auctioneer all right, title and interest owned by Exhibitor Parties in and to any and all claims for sums of money due or to become due from any Buyer to Exhibitor Parties related to the transactions described herein, and Exhibitor Parties further authorize Auctioneer to take all necessary steps to collect such sums

of money; provided however, all sums of money owed to Exhibitor Parties by any Buyer and collected by Auctioneer hereunder, minus expenses of collection, shall be conveyed by Auctioneer to Exhibitor Parties after such collection.

7. Title. Title to any animal sold hereunder shall pass to Buyer when the Sales Price and any other amounts owed by Buyer to Exhibitor Parties or Auctioneer are received by Auctioneer. All sales are final.

8. Rules; Bidder Registration Agreement. All of the rules for the Auction and Barn Sale set forth on the Chambers County, Texas website or the Registration or posted or made available at the Auction or the Barn Sale (collectively "Rules") are made a part of this Agreement and incorporated herein by reference. Exhibitor Parties agree to such Rules. Exhibitor Parties consent to and approve all terms in the Bidder Registration Agreement. Auctioneer has the right to amend such Rules at any time without notice. Auctioneer reserves the right to refuse or retract entry to Exhibitor Parties at any time for any reason.

9. Representations and Warranties; Treatment of Animals; Risk of Loss; Offset. Exhibitor Parties hereby represent and warrant that they: (i) have good and marketable title to each animal they have registered; (ii) have not administered to and have no knowledge that any animal they have registered has received any substance not approved by the Food and Drug Administration and/or the U.S. Department of Agriculture for food animals; and (iii) each animal they have registered will be free of all drug and chemical residues upon arrival to the Auction and/or Barn Sale and will remain free of all drug and chemical residues while on show grounds. If an animal registered by Exhibit Parties requires emergency treatment while on show grounds, Auctioneer, in its sole discretion, may determine, direct or administer treatment to such animal, and all treatment costs and expenses shall be the responsibility of Exhibitor Parties. Treatment may result in disqualification as determined by Auctioneer in its sole discretion. Auctioneer reserves the right to condemn and/or disqualify any animal, either live or slaughtered, found in violation of the use of drugs or chemicals as described above, and in such case, Exhibitor Parties shall forfeit and return all amounts received by Exhibit Parties from Auctioneer or Buyer upon Auctioneer's demand. The risk of loss and injury to any animal passes to Buyer once Buyer's bid is accepted by Auctioneer, in the case of the Auction, and once Buyer signs the Bid Card or similar form related to the Barn Sale, in the case of the Barn Sale. Any amounts owed by Exhibitor Parties hereunder to Auctioneer may be offset by Auctioneer.

10. Acknowledgement of Risks. **Exhibitor Parties recognize and understand there are risks associated with entry into and participation in the activities described herein, including but not limited to bodily injury or death, and damage to property or privacy rights. Exhibitor Parties further acknowledge they will be liable for all damage to persons, livestock, or property that is caused by them or any persons (including, but not limited to, minors) or their animals, and that arise out of, or are related to, Exhibitor Parties' entry into and participation in the activities described herein. Under Chapter 87, Texas Civil Practice and Remedies Code, a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities. Auctioneer is not liable for an injury to or the death of a participant, including but not limited to Exhibitor Parties, in a livestock show resulting from the inherent risks of livestock show activities.**

11. Release and Limitation of Liability; Indemnification. Exhibitor Parties hereby release, acquit and forever discharge and agree to defend, indemnify and hold harmless Auctioneer, its present and former employees, agents, attorneys and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "Auctioneer Parties" or individually, an "Auctioneer Party") from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of either of Exhibitor Parties in connection with entry into and participation in the activities described herein. Without limiting the foregoing, Exhibitor Parties agree that Auctioneer Parties shall not be liable to Exhibitor Parties, Exhibitor Parties' family, heirs, administrators, executors or assigns for Claims arising from or related to the Exhibitor Parties' entry into and participation in the activities described herein. In all events, Auctioneer Parties shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for any special, consequential, incidental or penal damages to Exhibitor Parties. Exhibitor Parties agree to release, acquit and forever discharge and shall defend, indemnify and hold harmless Auctioneer Parties against the consequences of Auctioneer Parties' own negligence, regardless of whether such negligence was the sole, proximate or producing cause of the claims.

12. Photographs; Interviews. Exhibitor Parties grant permission to be photographed or interviewed in connection with the activities described herein. The Exhibitor Parties understand that photographs or interviews may be used by Auctioneer for television, film, video, visual, or printed media. Exhibitor Parties agree to release and indemnify Auctioneer Parties for any Claims related to photographs or interviews by the Auctioneer Parties or any media.

13. Miscellaneous. Exhibitor Parties agree that this Agreement shall be binding on Exhibitor Parties' heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for any dispute regarding this Agreement shall lie Chambers County, Texas. If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision does not affect the validity of the remainder of this Agreement. This Agreement controls notwithstanding any conflicting terms or conditions of any other Agreement between the parties. Exhibitor Parties agree to all terms and conditions contained herein and acknowledge receipt of this Agreement. Time is of the essence as it relates to the terms and obligations described herein. Unless otherwise stated herein, Exhibitor Parties shall not assign any rights hereunder without the prior written consent of Auctioneer. Auctioneer may assign any rights hereunder or otherwise to Exhibitor Parties or any Person.