



## 2022 IDAHO STATE RAM SALE RULES & TERMS OF SALE

**Terms-** Terms of this sale are cash.

**Payment-** All checks in payment of rams and ewes in the sale are to be drawn payable to the Idaho Wool Growers Association. All purchases are to be settled for on the day purchased at the office on the grounds. This also applies to any private sales made outside the auction ring. Credit Card services are available at the cashiers table.

**Bid Disputes-** Misunderstanding or dispute regarding bids will be settled by the auctioneer. If there is doubt as to the bid, the auctioneer will cancel all bids made and re-open the sale.

**Accepted Bids-** None but bona-fide bids will be accepted. Sellers have the right to bid once on each lot offered. Such bids must be handed in writing to the auctioneer before the lot enters the ring.

**Price-** In bidding on pens, bids will be based on price per head.

**Breeding Ability-** All sheep sold are guaranteed by the consignor to be breeders. Any animal deemed by the buyer as a non-breeder shall be reported to the seller no more than 90 days following purchase. The seller has the right to have returned any animal claimed by the buyer to be a non-breeder. In the case where the seller cannot prove the animal to be a breeder, the seller is to refund the purchase price.

**Proof of Registration-** All singles must be registered. Sellers are to deliver recorded pedigrees for all registered sheep to the office prior to sale. Buyers may request pedigrees of rams sold as "eligible for registration". Upon request, the seller will deliver pedigrees to the buyer at the buyer's expense.

**Release-** Sheep may be released for shipment before the close of the sale only with permission of the sale barn pen manager.

**Fees-** The entry fee for livestock consigned to the range ram sale is \$25 per head or \$125.00 for a pen of 5, \$100.00 for a pen of 4, \$75.00 for a pen of 3, or \$50.00 for a pen of 2 and \$25.00 for a pen of 1. Please include these fees with your entry form. These are non-refundable but will be included in the final fee calculation. The selling fee for livestock consigned to the range ram sale is the entry fee or 10% of the sale price, whichever is greater.

**No Sale-** If a consignor's sheep go through the sale ring and, for whatever reason, do not sell, then the consignor will still be charged the entry fee or 10% of the floored price, whichever is greater, for those sheep not sold. If a consignor sells any of his stock on the grounds by private treaty (i.e. outside of the sale ring), said consignor is to submit to the Idaho Wool Growers Association a fee equivalent to the selling fee.

**Floor Price-** There is no floor price for the sale. If a consignor wishes to set a minimum price for their lot, they must hand the auctioneer a notecard as they walk that pen into the ring. The Idaho Wool Growers Association will not be responsible or liable for a pen selling below the floor price the consignor set.

**IWGA Membership-** All Consignors, including individual family members who have consigned sheep, will need to be members of the Idaho Wool Growers Association. If the membership has not already been paid, the membership fee must be submitted with the entry fee for participation in the ram sale to be considered.

**Ownership-** All sheep on the grounds are held at the consignor's risk until sold. Ownership changes when the sheep are sold in the ring. Sheep are held at the purchaser's risk from that time on.

**Buyer/Seller Disputes-** The Idaho Wool Growers Association shall not be held liable for any damages, either real or perceived, resulting from defection, disease or misrepresentation of rams and ewes purchased at this sale. The association, however, will attempt to resolve any such claims between buyer and seller if said claims are submitted to the association office within 30 days of the date of the sale. In disputed cases between buyer and seller, the President of the Idaho Wool Growers Association is authorized to appoint a committee of three persons and the decision of this committee shall be binding upon both the seller and buyer. If the consignor is at fault, the consignor will pay the expense of adjustment. If the committee disallows the buyers claim, the buyer will pay the expense of the investigation.

**Misrepresentation and Adjustments-** No consignor may willfully misrepresent stock or refuse to be governed by the rules of the association in making adjustments.

**Integrity-** The Idaho Wool Growers Association will make every effort to conduct the sale in an honorable manner, to allow no false practices or false bidding, to protect both buyer and seller in every reasonable way. Under no circumstances does the Idaho Wool Growers Association assume any liability whatsoever.

**Enforcement-** Violation of rules will result in dismissal from the sale and barring from future sales.

**Authorization-** Consignors, in making entry, agree to comply with the above provisions. Rams and ewes consigned are subject to release on authorization of the Ram Sale Committee whether sold or unsold.