

# SALES/PURCHASE CONTRACT

Lot 4001  
195 Steer Calves

ROCHE RANCHES

Base Wt. 490#

**Location** Bancroft, ID; 30 mi NE of Soda Springs, ID

**Breed** 95% BLK, BWF, bal RED, RWF, 1-2 CHARX; 75% Angus, 25% Simm

**Origin** Ranch Raised 1st calf 2/25/11 **ASV:** Tri Merit **Deliver** 11/1/2011 - 11/5/2011

**Var** Mod Uneven **Frame** Medium **Flesh** Medium **Bangs** N/A **Implants** Ralgro 5/12

**Feed** On Cow on Pasture

**Shots** One Shot Ultra 8, Bovishield Gold, @ branding; Boostered 2 weeks prior to shipping w/Bovishield Gold

**Weigh** Early AM gather, trail 2 mi to corrals, sort off cow, sex, sort, weigh on ground, 1% shrink

**Comment** A very good set of light young calves. The young end of 900 head. Majority of calves are AI sired or by AI mothers. Same buyer last 3 years. Extensive AI program. Calves sired by reputation bulls. Film 2011 shipping. Last years calves averaged 493#.

**Slide** .10 off @ 1# over base weight.

**Represented By** SHASTA LIVESTOCK AUCTION YARD, INC. Justin Roche (435) 327-1842

**Price** \_\_\_\_\_ **Buyer** \_\_\_\_\_

**This contract made on 04/11/12**

**THE SELLER ACKNOWLEDGES RECEIPT AND THE BUYER AGREES TO PAY A \$40.00** SCK# \_\_\_\_\_  
**PER HEAD DEPOSIT ( \$ 7800.00 ) AS A PARTIAL PAYMENT OF THE PURCHASE PRICE.**

BCK# \_\_\_\_\_

Seller agrees to sell and buyer agrees to purchase the Livestock described above as set forth in this contract. Shasta Livestock acts as agent.

**INSPECTIONS AND WARRANTIES:** Livestock covered by this contract are purchased and sold subject to federal and state brand and health inspections, which shall be paid for by Seller. Seller shall deliver within five percent (5%) of the above stated number of livestock, not including any unmerchantable livestock and any livestock that are not as described above. Seller warrants good and marketable title to the livestock free and clear of any encumbrances and that Seller will defend the title of the livestock at Seller's sole cost and expense. Slide shall increase .02 if cattle are 51 or more lbs. above base weight.

All livestock to be delivered FOB at shipping point. The RISK OF LOSS for the livestock passes to buyer at the time that the livestock are loaded on the carrier. Seller and Buyer agree that if at time of delivery there exists any federal or state regulation prohibiting shipment of the livestock, this contract shall be terminated and the livestock shall be returned to Seller, and any funds paid by Buyer shall be immediately refunded to Buyer.

**PAYMENT:** Buyer shall pay any sums due for the purchase of the livestock at delivery. If Buyer is not present at delivery, payment is to be received the next business day following delivery. Payment requested to be by wire transfer to Redding Bank of Commerce, 1951 Churn Creek Rd, Redding, CA 96002, ABA No. 121 139 287 to the account of Shasta Livestock Auction Yard, Inc. - Custodial Account for Shippers - Account No. 1225091, or overnight delivery of cashiers check or certified funds via Fed Express or UPS. If multiple shipments, buyer agrees to pay for each day's shipment by the next business day following delivery and continue until final settlement.

**SECURITY AGREEMENT:** Buyer hereby grants to Shasta Livestock Auction Yard, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Shasta Livestock Auction Yard, Inc. actually receives final payment for the full purchase price for the livestock and authorizes Shasta Livestock Auction Yard, Inc. to authenticate and file all documents that are needed to perfect and give notice of its interest in the livestock.

**DEFAULT:** In the case of default by either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is not paid when presented, or upon the death, bankruptcy or insolvency of the buyer or upon the sale of said livestock without Shasta Livestock's written permission or upon refusal to take delivery of said livestock for any reason not specified in this contract. Upon default Shasta Livestock, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40.00 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required, Seller shall promptly refund to Shasta Livestock the part payment advanced on such undelivered cattle, plus commission. Shasta Livestock will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Shasta Livestock to Buyer. Shasta Livestock shall also have the option, in the event of the default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Shasta Livestock for all damages incurred, including costs, attorney fees and court costs, and decline in market value of the cattle.

**THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT. ALL IMPLIED WARRANTIES ABOVE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**

**The sale terms and conditions found at [www.wvmcattle.com/wvmsales.htm](http://www.wvmcattle.com/wvmsales.htm) are incorporated herein as though fully set forth at this point.**

**ENTIRE CONTRACT:** This contract including the sale terms and conditions set forth at [www.wvmcattle.com/wvmsales.htm](http://www.wvmcattle.com/wvmsales.htm) and representations made by the buyer on the buyer registration form shall constitute the entire agreement between seller and buyer.

Seller \_\_\_\_\_ Buyer \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_