

**Tennessee Polled Hereford Association Inc.
2012 TPHA Tennessee Beef Agribition Sale**

2012 – TPHA SALE NOMINATION CONTRACT

This is a Contract between the Tennessee Polled Hereford Association, Inc. and Consignor

Subject to the “**2012 Sale Requirements/Rules/Sale Terms & Conditions**”, printed by the Tennessee Polled Hereford Association, Inc., which I/we agree to be governed, I/we nominate as consignments to the Tennessee Beef Agribition Polled Hereford Sale to be held at Lebanon, TN on March 10, 2012 (CST) _____ (number of) bulls and _____ (numbers of) females.

I/we will furnish certificates of registration for these cattle for cataloguing/transfer purposes on or before December 20, 2011. **Original Certificates of Registration (or copy/proof of Application for Registration) will be required at the time the animal is cataloged.**

I/we reserve the right to withdraw, without penalty, any or all animals at any time prior to the closing of the catalog for the above sale, which is scheduled for **December 31, 2011**

I/we enclose a remittance of \$70.00 per lot, for a total of _____, to be credited to my/our sale account. Against this deposit the selling expense is to be charged, any unused balance to be returned when sale accounts are closed. Should the selling expense exceed \$70.00 per head, the excess is to be charged against my/our proceeds of sale. In case of withdrawal of any of these entries before cataloging that particular animal is furnished to the printer, \$70.00 of this deposit will be refunded for each animal so withdrawn. After an animal has been catalogued there will be no refund of money, but a substitution can be made.

Note: No animal will be cataloged without a signed “Contract”.
Please read the “2012 Sale Requirements/Rules/Sale Terms & Conditions”.

CONSIGNORS NAME: _____
FARM NAME: _____
ADDRESS: _____
TELEPHONE: _____ - _____ - _____
E-MAIL: _____
DATE: _____

I have read the “2012 Sale Requirements/Rules/Sale Terms & Conditions” and agree to comply with requirements, rules, sale terms & conditions therein. Sign below.

CONSIGNOR SIGNATURE REQUIRED _____

Please complete the above and mail this page (Page 1), Registration Certificates and \$70.00 deposit per head to Tennessee Polled Hereford Association **by December 20, 2011**

Mail to:
Tennessee Polled Hereford Association Inc.
Glenda Rickman, Sale Manager
553 Enville Bottom Road
Milledgeville, TN 38359
Phone/Fax: 731-687-3483 or (Cell) 731-925-0567
E-mail: glendar@centurytel.net Web Address: www.tpha-06.org

2012 Tennessee Beef Agribition Sale
2012 Sale Requirements/Rules/Sale Terms & Conditions

1. The entry fee is \$70.00 per head
2. The maximum number of lots is 50. (This is a rule of the TN Beef Agribition.) If more than 50 lots are consigned, they will be accepted on first come first serve basis
3. The maximum number of bulls in the sale will be 15
4. All bulls must pass a breeding soundness evaluation (BSE) and have the proper paperwork to support this
5. All females between the age of 22 and 30 months must be checked at least 60 days pregnant prior to the sale
6. All females over 30 months old must have a calf at side
7. To sell a bull you must sell a female
8. The TPHA sale committee will approve all sale consignments before they are accepted to be cataloged
9. The show and sale committee will screen all sale cattle when they arrive at the show/sale site. Any animal that is found unfit at that time will be excused from the sale offering and must be removed immediately from the barn and exhibit areas
10. All sale cattle are required to show in the pre-sale show (except penned cattle)
11. **All cattle/animals will be required to provide Certificates of Registration before they are sold. (No exceptions)**
12. All consignors are required to be a member in good standing of the Tennessee Polled Hereford Association. Inc.
13. All consignors shall abide by the Tennessee Polled Hereford Association, Inc. By-laws and Rules thereof.
14. All sales will be governed by the Auctioneer and in accordance with the Tennessee Code Annotated.
15. All consignors shall sign Contract to Sell and provide copy to Sale Manager at time of Entry.

Penned Cattle requirements:

1. Cow/calf pairs, there must be a calf at side
2. Two cow/calf pairs per pen (4 pens per breed)
3. Cattle do not have to be halter broke or shown
4. The cattle must be cataloged with calf at side; we **can-not** catalog "Will calve by sale date"
5. We would encourage you to clip your cattle but it is not necessary
6. The **Penned Cattle will not** be sold in the sale ring and will be sold after Pre-Sale Show cattle are sold, so it is up to **YOU** to make sure that your cattle are seen before they sell
7. **All cattle/animals will be required to provide Certificates of Registration before they are sold. (No exceptions)**

Sale Terms & Conditions

1. Every animal will be sold to the highest bidder for cash.
2. The auctioneer will settle any dispute as to bids. Announcements made from the auctioneer stand take precedence over the printed matter in the book.
3. Each animal will be at the purchaser's risk as soon as sold and can be moved after release is issued.
4. A certificate of registry and transfer will be furnished for each animal sold. A. I. certificates **will not** be furnished on non-owned bulls.

(Sale Terms & Conditions continued on next page)

5. An **individual health** chart will be furnished for each animal sold, meeting State and Federal requirements. **(Please note: If your consignments are all listed on one sheet, make copies for each individual animal).**
6. All sale lot animals are guaranteed breeders. Bulls that are allowed to run with the herd before they are 18 months of age are not guaranteed to be breeders. Animals failing to breed at the age of twenty-one (21) months may be returned to the seller, if in as good condition as when sold. The seller reserves the right to try said animal for six months and, if it proves to be a breeder, return the same to the station of the buyer at the buyer's expense. If the animal proves a non-breeder, a satisfactory exchange will be made, or the purchase price will be refunded. The return of the full purchase price will in any case be deemed full satisfaction and settlement.
7. The above guarantees and terms of sale shall constitute a contract between the buyer and seller of each lot, and shall be equally binding upon both. Neither the Association, sale manager, nor any other person connected with the management of the sale assumes any liability, legal or otherwise.
8. All persons attending the sale do so at their own risk. Neither the Association, sale manager, nor any other person connected with the management of the sale assumes any liability for the safety of the building or premises or for the behavior of the animals.

Please complete and sign the enclosed Contract "**2012 - SALE NOMINATION CONTRACT**", include your animal registration certificates (or copy) and your check for \$70.00 per Lot (payable to TPHA) to consign your cattle in the 2012 TPHA Tennessee Beef Agribition Sale. Mail to: Tennessee Polled Hereford Association at the address above **before December 20, 2011.**

Please mark on your contract if they are penned cattle. Deadline is December 20, 2011 (you may make correction or substitution up to January 1, 2012). **All the above rules apply to all substitutions.**

Items to include:

1. Completed and signed Sale Nomination Contract
2. Entry fee will be \$70.00 per lot. (Checks made payable to TPHA).
3. Original registration certificates, signed on back, with breeding information
4. Any performance information you wish to have printed in the catalog
5. Footnotes-including pictures (pictures \$10.00 each), breeding and/or calving information

Please Note: Sale Nominations/Consignments **will not** be accepted without a signed "2012 Tennessee Beef Agribition Sale - Sale Nomination Contract" and the Original Registration Certificates or proof of application pending. Please sign certificates on the back and provide breeding information for each lot at the time of entry. If for some reason the screening committee does not accept your entries, your entry fee will be refunded. Please note that your entry fee will not be refunded if you fail to provide Certificate of Registration

We will try to have an ad in the 2012 February Hereford World this year. If you are interested in participating, please notify as soon as possible.

TENNESSEE POLLED HEREFORD ASSOCIATION, INC.

Sale Manager: Glenda Rickman, 553 Enville Bottom Road, Milledgeville, TN 38359

Phone/Fax: 731-687-3483 Cell: 731-925-0567

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