

# Michigan Sheep Producers Association Sheep and Equipment Online Sale General Information & Rules

#### Sale Date & Time

August 15<sup>th</sup>, 2022 8:00 AM – 9:00 PM EST

# Sale Host

Integrity Livestock Services www.integritylivestocksales.com

#### Sale Managers

Samantha Ludlam, (616) 610-5628, samaludl@gmail.com Dave Meeuwse, (269) 760-1268, dmmeeuwse@gmail.com Jason Alberda, (616) 990-2893, susanalberda1@gmail.com

#### Who Sells

Only paid members of MSPA can sell in this sale. Visit <u>www.misheep.org/join-us</u> to renew your dues.

An application must be filled out and an application fee must be paid by July 18th to sell in this sale. Visit to fill out the application and to pay the fee:

www.misheep.org/sheep-equipment-sale

## Who Buys

Anyone can buy in this sale. In order to become a buyer in this sale, they must register to bid at <a href="https://www.integritylivestocksales.com">www.integritylivestocksales.com</a>.

# What Can be Sold

Only sheep and sheep-related equipment owned by paid MSPA members will be sold. We will encourage and recruit quality animals and equipment to be sold.

Consigners will be responsible for completing any necessary testing or paperwork with out-of-state buyers. Buyers will pay for any additional testing or paperwork not already provided by the consigner.

# Sale Charges

There will be a \$20 entry fee for each lot of sheep and equipment. The entry is non-refundable if the consigner cancels and does not participate in the sale. The entry fee is also non-refundable if the sheep is offered in the sale but does not sell. If for some reason the entry application is not approved by the sale committee, the entry fee will be returned. There will be a 10% commission fee charged on the sale price.

#### Minimum Bids

The minimum prices that have been established for the sale are \$450 for rams and \$300 for ewes and wethers. There is no minimum bid set by MSPA for equipment, only by the consigner. If an entry does not receive the minimum bid, it will not be sold, and the consigner will not be charged any commission. A consigner may place a higher reserve on their lots than the minimums that have been established for the sale. However, if the lot does not reach the minimum bid set by the consigner, or the consigner bids and buys their animal back, they will be responsible for commission on the full price even though the animal did not sell.

# Shipping & Delivery

Each buyer will be responsible for the shipping arrangement of sheep and/or equipment purchased. Delivery usually can be arranged to most parts of the country. Contact Sale Management in advance for assistance.

# **Health Requirements**

Your local or state veterinarian should be able to update you concerning health requirements for sheep entering your state. It is the buyer's responsibility to be cognizant of and adhere to the entrance requirements for his own state. When entry permits are required, this can often be done prior to your arrival at the sale by contacting your state office. Contact your local veterinarian for assistance.

#### Sale Guarantee

Except for those stated in the below guarantee, there are no warranties, either expressed or implied, as to the merchantability or fitness for a particular purpose with respect to the sheep or equipment being sold at this sale.

The warranties and the remedies provided therein shall be the sole and exclusive remedy of the buyer, or any party claiming through the buyer, for any breach or warranty or guarantee herein provided, and all other obligations or liabilities.

1. Every ram and ewe sold will be guaranteed as a breeder if properly handled. It shall be the responsibility of the buyer to return a non breeder to the seller in acceptable breeding condition. The seller, after a fair trial and the animal is found to be a non-breeder, shall have the privilege of replacing the ram or ewe with one of equal value or satisfaction of the buyer, or refunding the purchase

- price. This guarantee shall not apply to any sheep that are shown subsequent to the date of the sale.
- Notification of non breeder rams must be made to the seller prior to October 1
  following the sale; notification of non breeder ewes must be made to the seller
  prior to March 1 following the sale.
- 3. Any lambs who drop their lamb's teeth prior to 12 months of age as determined by their registration paper, shall be replaced with a lamb of equal quality to the satisfaction of the buyer within a reasonable amount of time, or the consignor shall refund the purchase price of the lamb promptly with all fees and percentages levied against such a lamb retained by the sale. It shall be the responsibility of the buyer to notify the consignor, and then the sale manager, if such a problem occurs. Any consignor failing to comply by this rule shall automatically be barred from consigning any sheep in the following sale.
- 4. In the event any ewe represented as being open lambs within 140 days from date of sale, the seller agrees to refund to the buyer the full purchase price, or buying credit, or replacement ewe, upon delivery of the ewe and lamb(s) back to the seller.
- 5. Neither the Sale Managers nor the sponsoring organization can or will assume any responsibility as to the authenticity of the pedigrees or bloodline information provided in the sale catalog, on pen cards, or otherwise, and the subsequent genetic performance of any sheep purchased. All such information must be accepted at face value. Any special guarantees or claims offered by individual consignors is strictly between the consignor and the buyer, and will not be enforced by the Sale Managers or the sponsoring organization.
- 6. This guarantee shall constitute a contract between the buyer and seller only, and no other parties assume any liability, legal or otherwise, expressed or implied. The sale manager will attempt to assist in disputes if requested by either party.