

Overland Stockyard  
Video Auction  
Terms & Conditions

1. By Seller/Buyer participation in the Overland Stock Yard Video Auction, constitutes agreement to the following Terms & Conditions.
2. Each Bidder must be registered and receive a Buyers Number prior to the Video Auction.
3. In case of a tied Bid, the Auctioneer may immediately open the Bid to the tied Bidders, and sell the lot to the Highest Bidder. The decision of the Auctioneer shall be final.
4. A \$25.00 per head Part Payment from Buyer will be required on deliveries that extend beyond 30 days of the Auction Date. Part Payment to be credited to Purchase Price at time of delivery. Making a Part Payment to Overland Stockyard for cattle purchased on the Video Auction constitutes further agreement with and acceptance of these terms and conditions, and represents an acknowledgement that Seller has received their contracts for cattle purchased.
5. A written Contract will be sent to Seller/Buyer. A signed contract must be returned to Overland Stockyard.
6. Payment for livestock is required within 24 hours of delivery, by check or wire.  

Wire Funds To:		Overland Stock Yard
Wells Fargo Bank	To Credit	Custodial Account
Hanford California		ACCT # 4085-014868
Branch		
ABA# 121000248		
7. Title and Ownership of Cattle shall not pass to Buyer, until Cattle are paid for in full.
8. Upon default of Seller to deliver cattle per terms of the contract, Seller will be liable to Buyer for any decline in market and reasonable Attorney cost to settle contract.
9. Upon default of Buyer to take delivery of cattle per terms of the contract Buyer will be liable to Seller for any decline in market and reasonable Attorney cost to settle contract. The \$25.00 per head is considered Part Payment of cattle purchased and not a deposit. The \$25.00 per head Part Payment will be applied to the decline in Market, but does not satisfy Buyers responsibility to Seller if Market decline is greater than the \$25.00 per head Part Payment.

10. All Cattle are sold at a base weight with a up or down Slide, weighed on a certified scale, F.O.B. at delivery point as indicated in the contract.

11. Deliver Date is at Seller Option, with every effort to coordinate with an acceptable Delivery Date for Buyer.

12. Health Papers and Brand Inspection will be furnished by Seller.

13. Every effort has been made to assure the correctness of the printed material, but all announcements from the auction block shall take precedence over the printed material.

These Terms & Conditions are Governed by the Laws of the State of California.