

NILE Livestock Sale Terms and Conditions

Sale Management acts as mediator only. Although NILE does a pre-sale screening with a veterinarian, NILE makes no guarantee, either written or verbal. All livestock (with no stated guarantees) sell "as is" with any and all responsibilities and guarantees strictly between the buyer and the seller.

Each animal in which there are two or more bids will be sold to the highest bidder. Auctioneer settles disputes and his decision is final.

Announcements from the block take precedence over printed and other announcements. Every effort has been made to assure sale catalog correctness, but NILE assumes no liability for errors or omissions.

Payment of items is required within 1 hour of conclusion of sale – NO EXCEPTIONS!

Payment terms of the sale are cash, personal check, or credit card, in U.S. funds only, payable within half hour after sale. A 3 percent fee will be assessed for all credit card purchases. There is a \$30 charge per returned check. Any collection costs (and attorney's fees) shall be paid by the buyer. Upon payment, cashier will issue a delivery order which must be in buyer's possession to leave grounds. Buyer pays brand inspection fee.

All livestock will be sold in accordance with Montana auction laws.

Title passes to the purchaser at the fall of the auctioneer's hammer, at which time the purchaser assumes the responsibility for risk of injury and liability of the animal. Any injury or loss of said animal(s) or change in animal's condition occurring after the fall of the hammer, but before making final settlement or taking final delivery as set forth herein, shall not be grounds for revision of the sale. The purchaser or his agent may take care, custody and/or control of the animal immediately at fall of the hammer. Change of ownership shall be made only after the purchaser presents himself or herself to the NILE cashier and pays purchase price in full. Purchasers who make final settlement shall be tendered change of ownership in the form of a "release" for the animal, which allows purchaser or their agent to obtain a brand inspection and health certificate to remove the animal from the grounds.

All persons who attend the sale do so at their own risk. The Sellers, NILE Sale Management, Board of Directors, Staff, Membership, Sponsors, and Volunteers, as well as Yellowstone County, MetraPark and Northern Livestock Video Auction, assume no responsibility, legal or otherwise, for any and all liabilities for loss, damage, theft, death or injury to livestock, persons, or property.