



Fairview Livestock Commission Company

Buyer's Application and Consent

Agreement for Online and Live Bidding

ONLINE BIDDING AT DVAuction

*no bidding access granted until completed and verified form returned

Name (Last, First, Middle): _____

Business/Ranch Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Estimated Purchase Amount (in one day): _____

Bank from which payment will be issued: _____ Bank Phone: _____

City: _____ State: _____ Zip: _____ Bonded with P&S: Yes No

Lender/Banker's Name: _____ Direct Cell Phone: _____

Payment Method (circle/highlight): Check Wire Cash ACH

Terms/Conditions of Purchase

I understand and agree that these terms and conditions will apply to all purchases of livestock at this market and other LMA member markets, unless otherwise expressly stated. I understand and agree that I will be financially responsible for the livestock that I buy, whether for myself or as agent for someone else. Except for sales where livestock are to be delivered at a later date, accounts must be paid at the time of purchase and persons subject to the Packers & Stockyards Act must pay by no later than the close of the next business day following the day of purchase in accordance with 7USC 228b. Sales are on a cash basis. In transactions where livestock are to be delivered at a later date, payment shall be in accordance with the contract. If purchases are not paid as specified, I will pay interest at the rate of 15% percent per annum or highest rate allowed by law, whichever is lower, until the full amount of the purchase price is paid in full. If the Market takes legal action to collect my account and prevails, the Market and its successors and assigns shall be entitled to reasonable attorney's fees and court costs.

I UNDERSTAND AND AGREE THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON LIVESTOCK SOLD AT THIS MARKET.

I hereby grant the Market a security interest in all livestock that I purchase at the Market, as well as all proceeds therefrom, until the Market has received final payment, and authorize the Market to authenticate and file any and all documents that are needed to perfect and give notice of the Market's interest in such livestock. I acknowledge and agree that the Market has the right to assign any security interest that it obtains.

Authorization/Consent

Buyer hereby authorizes each of the banks/financial institutions named on this Buyer Registration and Consent Agreement to release and disclose to Market or its agent Livestock Marketing Association (LMA) information needed to determine Buyer's financial responsibility and/or ability to pay for livestock. Buyer understands that such information may be used to help determine Buyer's financial responsibility and/or ability to pay for livestock to be purchased at this Market and at other LMA member markets from whom Buyer purchases livestock. This authorization shall remain in effect until Buyer notifies the Market or LMA in writing that it has been cancelled. A copy of this authorization shall be as valid as the original. I understand that the information disclosed on this Buyer Registration and Consent Agreement and the information disclosed by the banks/financial institutions is for business purposes and not for consumer purposes.

Buyer's Name (printed): _____ Signature: _____ Date: _____

Return to: FairviewLivestockAuction@gmail.com

Nicole James 405-512-4926 Direct, 580-227-3796 Office