

SOUTHEASTERN YOUTH FAIR
CHARITABLE SALE AGREEMENT

THIS CHARITABLE SALE AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between **SOUTHEASTERN LIVESTOCK ASSOCIATION, INC., a Florida not-for-profit corporation** ("SEYF"), whose mailing address is P.O. BOX 404, OCALA, FL 34478 and _____, joined by their respective parent, legal guardian or sponsoring entity representative (collectively, "Exhibitor"), whose mailing address is _____.

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WHEREAS, Exhibitor is the owner of a market (___) STEER (___) SWINE (___) LAMB (___) GOAT (the "Show Animal") which Exhibitor intends to sell at the applicable auction at the Southeastern Youth Fair on _____, 20___ (the "Sale").

WHEREAS, Exhibitor has notified SEYF that it pledges to donate some portion of the proceeds earned from the sale of the Show Animal to one or more charitable organizations (such portion to be further described herein); and,

WHEREAS, Exhibitor desires that, during the Sale, SEYF notify potential purchasers that Exhibitor is donating a portion of the proceeds earned from the sale of the Show Animal to one or more charitable organizations; and,

WHEREAS, SEYF disburses monies collected from the sale of show animals directly to Exhibitors after processing the monies in accordance with this year's Southeastern Youth Fair Rule Book (the "Rulebook" a copy of which has been provided to the Exhibitor); and,

WHEREAS, SEYF desires to ensure that the proceeds from any sale which SEYF advertises to be for charitable causes are promptly donated to the applicable charity; and,

WHEREAS, if the Exhibitor is a minor, the Exhibitor is joined on this Agreement by a parent or guardian, and if the Exhibitor is an organization, such as a 4-H Club or FFA Chapter, the Exhibitor is joined by the organization's leader or advisor (the "Joining Adult").

NOW THEREFORE, the parties agree as follows:

1. The above recitals are true and correct and hereby are incorporated herein by reference.
2. The Exhibitor agrees to donate _____% of the Proceeds (total amount to be donated hereinafter referred to as the "Donation") to the following charitable cause/organization (the "Charity"):

Name: _____

Address: _____

For purposes of this section 2, the "Proceeds" shall be deemed as follows [CHECK WHICH IS APPLICABLE]:

The gross proceeds earned from the sale of the Show Animal.

The gross proceeds earned from the sale of the Show Animal LESS actual reasonable expenses as shown in the Exhibitor's record book, as audited and verified by SEYF staff, in its reasonable discretion.

3. SEYF agrees to announce the information contained in Paragraph 2 during the auction of the Show Animal. Such announcement shall be made in accordance with SEYF's policies and procedures relating to charitable donations.
4. Exhibitor shall deliver full Donation to Charity no later than thirty (30) days after receipt by Exhibitor of the proceeds of Sale from the (the "Delivery Deadline"), unless some other arrangement is approved in writing by SEYF which approval shall be given in SEYF's absolute sole discretion.
5. Exhibitor shall provide proof of delivery of the Donation to SEYF within five (5) business days of delivery. In the event Exhibitor does not provide such notice, SEYF is authorized to contact the Charity to seek such verification.
6. In the event Exhibitor has not delivered the Donation to the Charity on or before the Delivery Deadline, SEYF shall provide written notice of such breach via nationally recognized overnight courier providing receipt or sent by certified mail - return receipt requested to Exhibitor at the address provided above. Thereafter Exhibitor shall have fifteen (15) days from the receipt of notice (the "Cure Period") to cure said breach. In the event Exhibitor fails to cure said breach before the end of the Cure Period, SEYF shall be entitled to seek recovery of the full Donation amount from the Exhibitor and Joining Adult by whatever means are available to SEYF at law or in equity. In addition, Exhibitor agrees to pay any reasonable attorneys' fees incurred by SEYF in its efforts to recover lost Donations. Furthermore, in the event of an uncured breach, SEYF may in its sole discretion ban the Exhibitor from any further entry into Southeastern Youth Fair events or competitions.
7. Nothing contained in this agreement shall be construed as a guarantee, representation, or warranty on the part of SEYF. SEYF makes no representations that the Show Animal will be admitted to the Sale other than those representations made in the Rulebook, nor does SEYF make any representation or warranty to Exhibitor or any other person that the Show Animal will receive any bids at the Sale. The entire extent of SEYF's obligations under this agreement are to announce the information provided in Paragraph 2 during the Sale and the parties hereby agree that SEYF shall have no further obligations or liabilities under this Agreement. Exhibitor acknowledges that SEYF's compliance with the provisions of Paragraph 3 herein are sufficient consideration to induce Exhibitor to enter into this Agreement.
8. It is the express intent of the parties that this Agreement exists solely to ensure the Donation is delivered to the Charity in accordance with the terms of this Agreement.
9. MISCELLANEOUS:
 - a. The failure of either party to insist at any instance on strict performance of any covenant hereof, shall not be construed as a waiver of such covenant in any other instance.
 - b. No modification of any provisions hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by the parties.
 - c. EXHIBITOR AND ANY JOINING ADULT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ANY AND ALL OBLIGATIONS HEREUNDER. IN THE EVENT THAT THE JOINING ADULT IS A REPRESENTATIVE OF A SPONSORING ORGANIZATION, THEN SUCH ORGANIZATION SHALL ALSO BE DEEMED JOINTLY AND SEVERALLY LIABLE BY VIRTUE OF JOINDER HERETO
 - d. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, who shall be deemed included in the terms "SEYF" and "Exhibitor" wherever hereinabove employed and applicable.
 - e. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

- f. This Agreement is entered into in Marion County, Florida, and shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. In the event of any action or proceeding, (including, without limitation, any claim, counterclaim, cross-claim or third-party claim) arising out of or relating to this Agreement or the transaction contemplated by this Agreement:
 - i. The prevailing party shall be entitled to recover all of its costs and expenses, including a reasonable attorneys' fee; and
 - ii. The Circuit Court of the Fifth Judicial Circuit in and for Marion County, Florida, or the County Court of Marion County, Florida, as applicable, shall have exclusive jurisdiction over the action or proceeding, venue in all other jurisdictions being expressly waived.
- g. Time is declared to be of the essence of this Agreement, including making all payments, and as to any date contained herein, and in doing and performing all acts and covenants contained in this Agreement.

10. ENTIRE AGREEMENT. This Agreement, and any attachments, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement or the simultaneous writings heretofore referred to. All prior understandings, terms, or conditions relating to the donation of Sale proceeds are deemed merged in this Agreement. This Agreement cannot be changed or supplemented orally.

Signed, sealed and delivered in our presence as witnesses:

Witnesses:

Sign: _____
 Print Name: _____

Sign: _____
 Print Name: _____

EXHIBITOR

 Print Name: _____
 Date Signed: _____

Witnesses:

Sign: _____
 Print Name: _____

Sign: _____
 Print Name: _____

JOINING ADULT

 Print Name: _____
 Capacity in which signing: _____
 Date Signed: _____

SEYF

 Print Name: _____
 Position: _____
 Date Signed: _____