

Addendum A

FOR OFFICE USE ONLY!
V.P. of Operations
Insurance
Dept. Head
Accounting Code

THE NATIONAL WESTERN STOCK SHOW ASSOCIATION
STOCK SHOW SALES AGREEMENT

THIS AGREEMENT entered into this 7th day of November 2021, by and between THE NATIONAL WESTERN STOCK SHOW ASSOCIATION, a Colorado corporation, doing business as the National Western Stock Show, and National Bison Association whose address is 8690Wolff Ct. Suite 200, Westminster, Co. 80031 (Seller).

WITNESSETH:

In consideration of the mutual covenants and payments provided for herein, the parties agree as follows:

1. SALE: The Association hereby agrees that the Seller shall have use of the Facilities as herein after described for the conduct by the Seller of a livestock sale as follows:

BREED: Bison

DATE OF SALE: January 22nd, 2022

TIME OF SALE: 10:00am

LOCATION OF SALE: Stock Yards Events Center

2. FACILITIES: The Association facilities provided to the Seller for the conduct of the sale are as follows:

(a) Suitable space for penning or stalling of animals from January 18th, until twelve (12) hours after the sale closes. In the event the animals are still on the premises twelve (12) hours after the sale closes, the Association reserves the right to move the animals to another area for the convenience of operation.

(b) An auction arena, and adjacent holding area (if available) will be provided immediately following the conclusion of the previous event.

(c) Use of the public address system for the auction arena.

(d) Provide or arrange the service of a veterinarian, licensed in the State of Colorado, to examine and clear the health certificates of all animals consigned for sale by the Seller.

3. SELLER RESPONSIBILITIES: In connection with the sale, the Seller shall:

(a) Provide auctioneers and ring men as deemed necessary by the Seller.

(b) Provide sale clerks, office personnel and any sale help deemed necessary to conduct the sale.

(c) Be responsible for collection of all sale proceeds and payment to consignors.

4. HEALTH REQUIREMENTS: All animals delivered to the facilities must comply with the health requirements of the State of Colorado's Department of Agriculture. Health Certificates, in quadruplicate, for each individual animal (leaving blank the consignee and destination) must be provided by the Seller or consignor. It shall be the Seller's responsibility to notify the prospective purchaser that each animal must meet the regulation of the state/country of destination, and that additional tests and statements pertaining to herd history may be required.

Health Inspection Fee: A standard fee of \$3.00/head will be charged, with a \$150.00 minimum per sale.

5. CHARGES: For the use of Facilities, and the performance of the other obligations of the Association hereunder, the Seller agrees to pay the Association 5% of the total amount of sales announced at the auction (including embryo, semen and 'NO' sales). In any event, a minimum payment of \$2500.00 shall be paid, regardless of whether or not any animals are sold. All animals on the premises not sold through an auction are subject to the standard yardage charge published in the latest tariff or must be entered in a show on the "hill."

6. PAYMENTS: The minimum payment of \$2500.00 must be received by the Association on or before December 15th, 2021. Payment shall be received at the offices of the National Western Stock Show, at 4655 Humboldt Street, Denver, Colorado 80216. In addition to the forgoing amount due to the Association, Seller shall also pay for the costs of feed, signage, bedding, washing, veterinarian services, brand inspection and other charges incurred at the request of, or on behalf of the Seller. The above amounts, together with all amounts due pursuant to paragraph 5, in excess of the prepaid minimum payment, shall be due and payable to the Association immediately after the sale. Gross sales will be determined by a reconciliation of actual sale invoices, and by the Association's audio tape recording immediately following the sale. Check, draft, certified check or cash may make payments.

7. COLLECTION: The Association assumes no responsibility for the validity or collectability of any payment instrument received from a buyer as payment for the sale of animals. It shall be the Seller's sole responsibility to determine the acceptability of the form of payment offered by a buyer, and for the collection of it.

8. CLEANING, CARE AND COSTS: The Seller shall:

(a) Provide for the daily cleaning of the pens or stalls which the Seller's animals occupy, as well as the adjacent alleys, and maintain such facilities in a neat and clean condition.

(b) Be responsible for the feeding, watering and care of all animals delivered to the Association, from the time of delivery, until the same load out after the sale. Feed for the animals is available for purchase from the Association's feed concessionaire. The Seller shall be responsible for the cost of all feed, bedding, signage, veterinarian costs and other miscellaneous charges associated with animals consigned to the sale by the Seller. The Association will furnish the Seller with an accounting of all such costs, reflecting credits for any payments made by individual consignors. Feed purchased for the Seller's animals after the completion of the sale must be paid for before the animals will be released.

9. USE OF PREMISES: The Seller, and its consignors, shall use the premises in a safe and careful manner, and in compliance with all applicable municipal, state and federal laws (including those involving livestock sales and auctions). In addition, the Seller shall comply with all rules and regulations of the Association regarding use of its facilities. The Seller shall be responsible for and pay for any damages to the Association's facilities caused by Seller's activities on the premises.

10. REPRESENTATION: The Association will provide no service in connection with the sponsorship or advertising of the sale. The Association will make no representation, and assumes no responsibility, for any representation regarding quality, character, breeding history or condition of any animals delivered by the Seller to the facilities. All guarantees of any nature shall be solely between the Seller, its consignors and buyers, and no representation to the contrary shall be made or published by the Seller. Neither the Seller nor any of its agents or consignors shall be, or represent themselves to be, agents of the Association or purport to act on behalf of or pursuant to the authority of the Association.

11. RESPONSIBILITIES AND INSURANCE REQUIREMENTS: The contractor agrees to undertake and perform the services required in this agreement as an independent contractor, and not as an employee of National Western. The Contractor or Contractor's employees are not entitled to any benefits offered to National Western employees.

BECAUSE OF INSURANCE REQUIREMENTS AND INSURANCE EXCLUSIONS OF COVERAGE, NO ONE IS AUTHORIZED BY NATIONAL WESTERN TO TAKE OR ASSUME THE CARE, CUSTODY AND OR CONTROL OF ANY LIVESTOCK OR HORSES FROM ITS OWNER, EXHIBITOR, AGENT OR ANY RESPONSIBLE PARTY. YOU CAN HOWEVER ASSIST OR HELP AN OWNER, EXHIBITOR OR AGENT WITH THEIR LIVESTOCK OR HORSES, IN THEIR PHYSICAL PRESENCE, WITHOUT ASSUMING THE RESPONSIBILITY OF THE OWNER, EXHIBITOR OR HIS/HER AGENT. WHENEVER PUBLIC SAFETY IS INVOLVED, THE ABOVE DOES NOT APPLY.

The Contractor will be responsible and pay for any damages to the National Western premises, facilities or equipment caused by the contractor's activities under this contract.

12. COLORADO MANDATORY SALE REGULATIONS:

1. Breed Association Sales:

All sales conducted by a breed association must follow the following state laws, and/or Board regulations.

- a. Each consignor must be a member of the association sponsoring the sale.
- b. All checks for purchase of stock must be payable to the association sponsoring the sale, **NOT A SALE COMPANY.**
- c. All animals must be inspected and ownership proven prior to sale, by a Colorado Brand Inspector.
- d. Each association must comply with Colorado Law concerning issuance of proper Bill(s) of Sale, Purchase Invoice(s) and Consignment Sale/Record(s).
- e. Sale catalog(s) must show lot number, complete description of each lot, owner's name and mailing address.
- f. Copy of Purchase Invoice to Colorado Brand Board.

2. Open Consignment Sales:

Open consignment sales are all sales conducted by anyone other than an individual selling his personal livestock or a breed association sale. These sales are governed very strictly by Colorado law. The following requirements must be met.

NO EXCEPTIONS.

- a. Must be licensed by the State Board of Stock Inspection.
- b. Have a minimum of twenty-five thousand dollars (\$25,000.00) surety naming the Colorado Brand Commission as trustee.
- c. Furnish the Colorado State Board of Stock Inspection with a copy of your lease agreement for your sale facility at the National Western Stock Show.
- d. Furnish the Colorado State Board of Stock Inspection a letter of agreement with a Colorado licensed veterinarian stating that he will be the veterinarian of record.
- e. Each licensed sale must comply with Colorado Law concerning issuance of proper Bill(s) of Sale, Purchase Invoice(s) and Consignment Sale/Record(s). Colorado Law applies.
- f. Sale catalogs or consignment invoices must show sale name, consignor's name and address, sale lot number and complete description of sale lot.
- g. Copy of Purchase Invoice to Colorado Brand Board.

13. ALL SALE MANAGEMENT MUST PROVIDE A COMPLETE SET OF SALE RESULTS TO THE NATIONAL WESTERN PRESS OFFICE AND TO THE NATIONAL WESTERN LIVESTOCK MANAGER WITHIN TWELVE (12) HOURS AFTER THE COMPLETION OF THE SALE.

14. In order to better identify the animals, the National Western will provide ear tags for each sale which identify livestock by breed. Please contact the NWSS livestock office as soon as possible with the number of tags needed.

15. SALE MANAGEMENT:

(a) If Seller has a sale management firm, they must furnish the following information:

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Person to Contact: _____

CHANGE IN CIRCUMSTANCES

This Change in Circumstances supplements this (“**Agreement**”), as set forth herein. WSSA and Company are collectively referred to herein as the “**Parties**” and individually as a “**Party**”. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Change in Circumstances**. Notwithstanding anything to the contrary in the Agreement (including any existing force majeure terms therein):

a. Upon any change in circumstances directly or indirectly resulting from any change in applicable laws or any governmental or judicial orders, mandates or guidelines, including any local, state, or federal rules or regulations (e.g., relating to the outbreak of disease or pandemic such as COVID-19 or any successor or similar circumstances), that would limit or adversely affect (i) attendance at or revenues associated The Western Stock Show Association (“WSSA”), or (ii) WSSA’s obligations or performance, or its benefits or rights, under or in connection with the Agreement (each and collectively, a “**Change in Circumstances**”), WSSA may, in its reasonable discretion, elect to do any of the following upon written notice to Company: (A) suspend the Agreement with respect to the impacted contract year(s) (including all rights and obligations, as applicable) of both parties for such contract year(s)), whereupon WSSA shall be entitled to receive a prorated refund of any amounts paid in advance to Company for such contract year(s); (B) proportionally extend the term of the Agreement; (C) reasonably reduce the fees to be paid by or to WSSA under the Agreement (if any); (D) otherwise modify and amend the Agreement in a fair and equitable manner to address such circumstances and their impact on WSSA; or (E) terminate the Agreement without liability or penalty upon written notice, whereupon WSSA shall receive a refund of all unearned amounts paid to Company, without any further obligation to pay thereunder.

b. Without limiting the generality of the foregoing and for purposes of clarity, the occurrence of any of the following in any contract year of the Agreement shall be deemed a Change in Circumstances:

- the WSSA is cancelled, rescheduled or relocated due to any law, regulation, order, or guidelines by any state, local or federal authority;
- the WSSA is held but in circumstances where less than 100% of the total capacity of spectators for such event are permitted to attend (as determined by NWSS based on the applicable venue), due to any law, regulation, order, or guidelines by any state, local or federal authority;
- the WSSA is unable to accept or host spectators in its usual manner due to any law, regulation, order, or guidelines by any state, local or federal authority, (including, without limitation, due to social distancing requirements, closed local, state or international borders, government directives or any other reasons);

- any material number of WSSA employees, performers or vendors are unable or unwilling to work, participate in or attend the show in the ordinary course due to any law, regulation, order, or guidelines by any state, local or federal authority (including, without limitation, due to social distancing requirements, or state, local or international border closures, travel restrictions or quarantine requirements).

2. **Effect of this Addendum; Conflicts.** This Addendum does not alter, amend, or otherwise modify any other terms and conditions of the Agreement. The terms of this Addendum shall govern and control over any conflicts between the terms of the Agreement and the terms of this Addendum.

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed as of the date first above written.

THE WESTERN STOCK SHOW ASSOCIATION

d/b/a The National Western Stock Show

BY: _____

Leon Vick, VP of Rodeo, Horse & Livestock

SELLER: ^{Jim Matheson} _____

BY: _____

TITLE: _____

