

BUYER REGISTRATION & CONSENT AGREEMENT

Cherokee Sales Co. #4438

PO Box 225 – 60902 Harmon Rd, Cherokee OK 73728

Phone: 580-596-3361 Email : office@cherokeesalesco.com Fax : 580-596-2706

Buyer's Name: _____ SSN: _____
Business Name: _____ Email: _____
Is Buyer's Business? _____ Sole proprietorship _____ Partnership _____ Corporation _____ Limited Liability Co.
Street Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Estimated purchase: \$ _____ (circle one: this sale/per week/per year)

I will be paying for my purchases as follows: _____ Check _____ Wire Transfer _____ ACH _____ Other: _____

I will be buying as: _____ Dealer _____ Order Buyer _____ Packer _____ Other: _____

- ☐ I will be buying livestock for myself
☐ I will be buying livestock for another individual/business. Contact info for that person: _____

I (circle one) **DO** or **DO NOT** have a Packers & Stockyards bond

Name of Buyer's bank from which payment will be issued: _____
City: _____ State: _____ Zip: _____ Phone #: _____
Account Officer: _____ Fax #: _____
Checking Account #: _____ CDs/Savings Account #: _____

Name of previous/other bank/financial institution: _____
City: _____ State: _____ Zip: _____ Phone #: _____
Account Officer: _____ Fax #: _____
Checking Account #: _____ CD/Savings Account #: _____

Terms and Conditions of Sale/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 7 USC 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 _____ percent per annum (six percent if left blank) 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 to Disclose Financial Information

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.

Printed Name of Buyer: _____

Signature of Buyer: _____ Date: _____