

Schriefer Red Angus, McGee Red Angus and Spur M Red Angus present ...

LS M C 3-M  
**BEST of the WEST**

*Annual Production Sale*  
**WEDNESDAY,  
FEBRUARY 26, 2014**

1 p.m. MST • Stockmen's Livestock  
Dickinson, ND

*Selling:* **26** Registered Red Angus Open Heifers  
**125** Commercial Red Angus Open Heifers  
**20** 2-Year-Old Red Angus Bulls  
**40** Yearling Red Angus Bulls

***Commercial and Registered Heifers Sell First!***

*Power, Performance, Predictability*  
**POWER, PERFORMANCE, PREDICTABILITY** —







Welcome...

... to the "Best of the West" Red Angus Sale!

Schriefer, McGee and Spur M Red Angus have teamed up to bring you the Fifth Annual Best of the West Sale. We will be offering leading-edge Red Angus yearling bulls, 2-year-old bulls, registered and commercial heifers. Our team goal is to provide you with the best genetics possible so you can be profitable in today's competitive market.

By offering the best cattle from our three programs, you will be able to find something that will meet all of your needs, from calving ease to growth and performance. We believe it is important to develop a balance of traits that will work in any environment. With the unpredictable weather and markets, it has strengthened our belief that quality and consistency in a breeding program brings promising results.

Red Angus breeders are seeing a great demand for their breeding stock because of their efficient disposition, feedlot performance and carcass merit. This is the perfect time to add Red Angus breeding stock into your program.

We look forward to working with you and helping you with your bull and female needs. If you cannot attend the sale we can make bidding arrangements for you. If you have any questions or would like to take an early look, give us a call. We look forward to seeing you on February 26!

## SPUR M RED ANGUS

**Doug & Darcy McGee**

701-523-3635 (home)

701-523-6086 (cell)

ddmcgee@ndsupernet.com

## SCHRIEFER RED ANGUS

**Marc & Jodi Schriefer**

701-983-4292 (home) • 701-870-4292 (cell)

**Riley & Cheyenne Schriefer**

701-983-4289 (home)

marcjodi@westriv.com

www.schrieferredangus.com

## MCGEE RED ANGUS

**Meryl & Stacy McGee**

701-279-5539 (home)

701-523-6995 (cell)

mcgeeredangus@ndsupernet.com

www.mcgeeredangus.com

*Trust in the Lord and do good; dwell in the land and enjoy safe pasture. Ps.37:3.*

# TERMS & CONDITIONS

Except for those stated in the terms and conditions below, there are no warranties, either expressed or implied, as to the merchantability or fitness for a particular purpose with respect to the cattle being sold at this auction. The warranties and guarantees set forth in the "Terms and Conditions" are in lieu of all other warranties, either expressed or implied, and the remedies provided therein shall be the sole and exclusive remedy for the Buyer, or any party claiming through Buyer, for any breach of warranty or guarantee therein provided, and all other obligations or liabilities.

All cattle in this sale are offered according to the laws of the State wherein the sale is conducted. The right to bid, as provided under law, is reserved for all sellers unless otherwise announced.

## BIDDING

The Auctioneer in charge will settle any disputes as to bids, and his decision on such matters shall be final.

## TERMS

Terms of sale are cash unless satisfactory credit arrangements have been made with Sale Management prior to sale.

## PURCHASER'S RISK

Each animal becomes the risk of the Buyer as soon as sold, but it shall be the obligation of the Seller to see that animals are fed and cared for free of charge to Buyer, until loaded for shipment or until the expiration of 48 hours after the sale, whichever occurs sooner.

## CERTIFICATE OF REGISTRY

A transferred certificate of registry will be furnished to the Buyer for each animal.

## HEALTH

All animals are eligible for interstate shipment, except as otherwise announced. Interstate health papers will be furnished for each animal requiring tuberculosis and brucellosis tests in accordance with Federal Regulations.

## A.I./NON-OWNER BULL PERMITS

If a female is bred to a non-owned bull, a Non-Owner Bull Permit will be required for registration of the resulting calf and will be the responsibility of the individual submitting the application for registration unless otherwise specified between the Buyer and Seller.

## ANNOUNCEMENTS

Any changes from information of any kind in the sale catalog or related materials will be announced from the auction block and such announcements shall take precedence.

## BREEDING GUARANTEE

The nature and extent of the Breeding Guarantee is set forth in section 10 of these Sale Terms and Conditions.

All animals are guaranteed by the Seller to be breeders, with the exception of:

- Calves under 12 months of age.
- Animals entered in any show after purchase
- Gross negligence or willful misconduct on the part of Buyer, in the care and treatment of the animal.

Bulls are guaranteed breeders if not allowed to run within the herd until at least 14 months of age. Any bull that satisfies one or more of the following conditions shall be considered a breeder:

- Settles one-third or more of the healthy cows he serves.
- Is the sire of 20 or more animals.
- Settles cows by natural service and passes a fertility test made by a competent veterinarian during any six-month period of trial (provided for in section 10b of "Options and Privileges of Return or Adjustment," this section) shall be considered a breeder.

There is no guarantee with respect to the ability to freeze semen unless negotiated in a separate agreement between Buyer and Seller.

Safe-in-Calf Females have been examined by a competent veterinarian and are so guaranteed.

Served Females are believed to be in calf but are not so guaranteed.

Pasture-bred Females have been exposed but are not guaranteed to be in calf.

Open Females have not been served and are so guaranteed.

## IDENTIFICATION

Seller offers each animal with readable tattoos corresponding to its registration.

## OPTIONS AND PRIVILEGES OF RETURN OR ADJUSTMENT

All claims for adjustment or refund must be made in writing either within six months of the sale date or not later than six months after the animal reaches 18 months of age, with the exception of claims involving defects or parentage.

In the event an animal is claimed to be a non-breeder, the animal may be returned to the farm/ranch of the Seller if in good condition and complying with the health requirements of the Seller's state. The Seller shall be entitled to six months trial following the return of the animal in which to prove the animal is a breeder. If at the end of six months the Seller is unable to prove the animal is a breeder, the Seller, at the option of the Buyer, shall replace the animal with another of equal value or refund the purchase price. The return of the full purchase price shall in any case be deemed full satisfaction and settlement. Any expenses incurred for transporting an animal claimed to be a non-breeder shall be the responsibility of the Buyer; except that the Seller shall be responsible for transportation cost in the excess of the distance between the Buyer's farm/ranch and the location where the sale took place. If the Seller proves the animal to be a breeder, it shall be the obligation of the Buyer to take delivery of the animal and pay all expenses incurred for transportation.

If a female sold as "safe in calf" proves not to be in-calf, the Buyer may receive service from the bull previously used. If the bull is not available, the Seller shall be obligated to make a satisfactory adjustment on the purchase price upon return of the animal to the farm/ranch of the Seller. Any adjustment provided for herein shall absolve the Seller from further liability, except in case such female proves to be a non-breeder. If a female represented as "safe in calf" at time of sale to a certain bull proves to have been bred to a different bull, the Seller shall be obligated to make a satisfactory adjustment on the purchase price upon return of the animal to the farm of the Seller (adjustments shall not be considered to be a breeding fee or an allocation of the purchase price to any unborn calf). Any expense incurred for transportation shall be the responsibility of the Buyer, except that the Seller shall be responsible for transportation costs in excess of the distance between the Buyer's farm/ranch and the location where the sale took place.

If a female sold as "served" proves not to be in calf, or if a female sold as "pasture-bred" proves not to be in calf, the Seller only guarantees such female to be a breeder.

If a female sold as "open" proves to be with calf, the Buyer may return the animal to the farm/ranch of the Seller prior to calving for a refund of the full purchase price or for replacement with another animal of equal value, whichever is acceptable to the Buyer. It shall be the obligation of the Seller to bear any expense incurred for transportation.

## DEFAULT

In the event the Buyer defaults on payment, the Buyer shall be responsible for all costs, including attorney's costs, incurred by Sale Management or Seller in connection with collecting, or attempting to collect, payment due.

## GENETIC DEFECT AND PARENTAGE GUARANTEE

The parentage of all animals sold by the Seller is guaranteed to the extent that the animal is by the sire and out of the dam that is indicated on its registration papers.

All test results confirming an animal's genetic defect status must be disclosed to potential buyers prior to that animal's sale.

All cattle have met the RAAA requirements for registration as pertaining to genetic defects. In particular, animals containing a known genetic defect carrier in their two generation pedigree (parent or grandparent) without an intervening tested free animal have been tested for said genetic defect.

Refund of the animal's purchase price or replacement with an animal of equivalent value will be considered satisfactory settlement in the case of incorrect parentage or genetic defect information provided at the time of sale.

In no event will Seller be liable for any special, incidental, indirect, consequential (including without limitation; lost profits, lost value of progeny, embryos and/or semen, interruption of business), or punitive damages,

The Buyer will notify the Seller in writing immediately upon suspicion or verification that parentage or supplied genetic defect information is in error.

In cases of a returned animal: all expenses related to returning the animal to the Seller will be incurred by the Buyer, and the animal being returned must meet health requirements of the Seller's state.

## SELLER'S SEMEN RIGHTS

Any semen rights retained by the Seller must be announced from the auction block at the time of the sale, if not already printed in the sale catalog.

## RIGHTS AND OBLIGATIONS

The above terms and conditions of sale shall constitute a contract between the Buyer and Seller of each animal and shall be equally binding upon both. Each sale or resale of an animal constitutes a separate transaction.

Unless specifically stated herein, neither the Sale Management nor the Red Angus Association of America shall have any liability for any event or occurrence related in any manner to this sale.





Schriefer Red Angus  
7000 County 26  
Golden Valley, ND 58541

RETURN SERVICE REQUESTED

PRESORTED  
FIRST CLASS  
US POSTAGE  
**PAID**  
PERMIT #20  
DICKINSON, ND

*Please Bring This Catalog To The Sale*

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