

DRUG RESIDUE POLICY *(Please complete both sides of form)*

Please read carefully and sign. (Livestock will not be sold if not signed.)



In consideration of the Solano County Fair Association, hereinafter called the "Association," allowing _____ (Exhibitor Name), hereinafter referred to as "Owner," to participate in the Association's Junior Livestock Auction and sell Owner's animal(s), it is agreed that:

1. DRUG STATEMENT

- a) Owner acknowledges that the Federal Food, Drug and Cosmetic Act prohibit the introduction or delivery into interstate commerce of any food that is adulterated or misbranded. Adulteration is defined in 21 USC Section 351 and includes any poisonous or deleterious substances, as well as new animal drugs defined as unsafe within the meaning of 21 USC Section 360b.
- b) No food animal may exceed FDA/EPA/USDA established tolerances for any foreign substances, including drugs, pesticides, feed additives or other chemicals. Owner acknowledges that none of his or her animals exceeds the established tolerances for foreign substances.
- c) Owner further acknowledges that any misrepresentation of a food animal that can potentially affect the acceptability of the carcass or milk will be considered fraud.
- d) If an animal has been administered a drug that is FDA approved for its species and class, sufficient time must have passed so that the animal does not test positive for that drug upon arrival at the Solano County Fair. Animals must remain free and clear of all drug and chemical residues while on Fairgrounds unless being treated by the fair Veterinarian or a licensed veterinarian while the Fair veterinarian is present.
- e) Prior to showing any animal, Owner must report the following information to management regarding any and all drugs or medications administered to an animal that might still be detected at time of showing: (1) the name of the drug, (2) the purpose of the drug, (3) the time and date of administration of the drug.
- f) It is the policy of the Solano County Fair that no animal which is entered for auction in the Solano County Fair shall contain any trace residues of any substance which is not approved by the Food and Drug Administration and/or the United States Department of Agriculture for slaughter animals, unless disclosed on the Medication Declaration Form.
- g) The showing of any animal that has been administered during its life any quantity of any unapproved drug, chemical or medication is strictly prohibited. Such drugs include, but are not limited to, any diuretic, unapproved growth simulant or other unapproved medication. Unapproved means not approved by the Food and Drug Administration (FDA) and/or U.S. Department of Agriculture (USDA) for slaughter animals including animals that may be designated for human consumption.
- h) It is the sole responsibility of the Exhibitor to insure that the animal is free of the above prescribed drugs and substances. Extent of knowledge on the part of the Exhibitor with regards to the drugs or substance found in an animal is not relevant to any issue, and it shall not be the defense that person or persons unknown introduced the proscribed substance into the animal prior to, or at arrival, or after arrival on the Solano County Fairgrounds property.
- i) Only animals with a declared medication waiting period **not to exceed 10 days** from closing date of the fair will be eligible to sell in the Junior Livestock auction. Animals with a declared medication waiting period in excess of 10 days from closing date of fair will be eligible to participate in showmanship and market classes, but will NOT be eligible for Champion awards or sell in the Junior Livestock auction. Any medical waiting period will be disclosed to potential buyers prior to sale of the animal at the Junior Livestock auction.
- j) If an animal has been administered any drug that requires a waiting period prior to processing, the animal will be held from processing for the specified time period. The time period that the animal will be held is based on the type of drug administered to the animal, but **may not exceed the 10 days stated above**.
- k) The Association reserves the right to test any animal officially entered in any division at any time without notice for foreign substance including, but not limited to drugs, chemicals or feed additives as well as DNA testing.
- l) Owner is responsible for all costs and damages associated with animals that are rejected at the processing center due to the presence of drug residues, or if substance is detected as part of random testing conducted by the Fair.
- m) Owner is responsible for any fees incurred by the processor in caring for an animal that has been administered drugs during the specified waiting period. If the processor refuses care of the animal during the specified waiting period, the Owner must care for the animal and make the appropriate arrangements with the buyer and the processor.
- n) Animals testing positive to an unapproved foreign substance including but not limited to drugs, chemicals, or feed additives, will be disqualified and forfeit all awards, premium money or sale proceeds. The live market animal or carcass that tests positive will immediately become the property of the Association and the exhibitor may be compensated for the market value, less expenses, if the animal passes inspection. Carcass of disqualified animal will be disposed of per instructions by CAHFS if disposed of before entering the food chain or by written instructions from USDA or FDA if already in the food chain.

o) If an entry is disqualified, the entry and/or the exhibitor will be declared ineligible and will not receive awards, premiums and/or any sale proceeds, further the exhibitor will be responsible for payment of all fees (including attorneys' fees), fines, and costs incurred by the Solano County Fair Association. The owner/exhibitor and members of his/her immediate family may not be eligible to compete in subsequent Solano County Fair programs. The extent and degree of future eligibility shall be determined by Fair management.

2. INDEMNITY

The owner agrees, for him/herself and his/her heirs, executors, administrators, or assigns to indemnify and hold harmless, the Association, the County of Solano, the State of California, and each entity's respective officers, agents, and employees from any and all losses, claims, actions, or proceedings of any kind which may be initiated by purchasers, handlers or consumers of Owner's animal(s) and/or any other person or organization; including reimbursement for all legal costs and attorney fees incurred by the indemnified parties or any of them, for defense of any such actions which may hereafter impact directly or indirectly from the sale, handling and human consumption of Owner's animal(s).

I certify that my animal was born and raised in the United States. (Please Check One) YES _____ NO _____

I CONFIRM THE DELCARATION OF MEDICATION INFORMATION COMPLETED BELOW TO BE CORRECT. I HAVE READ THIS AGREEMENT AND POLICY CAREFULLY AND FULLY, AND I UNDERSTAND ITS CONTENT AND SIGN IT OF MY OWN FREE WILL.

DATED _____ Print Name _____ SIGNATURE _____
(Owner)

DATED _____ Print Name _____ SIGNATURE _____
(Parent or Legal Guardian)

DECLARATON OF MEDICATION FORM (Please complete both sides of form)
Complete one form for EACH market animal

SPECIE _____ **ANIMAL IDENTIFICATION #** _____ (Ear Tag, Tattoo or Leg Band)

Exhibitor Name: _____ Exhibitor Address: _____

INITIAL BOXES AND COMPLETE ALL SECTIONS THAT APPLY

I certify the above named animal **HAS NOT** been treated with prescription drugs and/or over the counter drugs.

I certify the above named animal **HAS** been treated with an over the counter drug for which the withdrawal period **HAS** been completed.

Condition being treated: _____

Medication dispensed: _____ Dose Given _____

Dates of treatment: _____ Labeled withdrawal time: _____

I certify the above named animal **HAS** been appropriately treated by a licensed veterinary practitioner with a medication as indicated below.

Condition being treated: _____

Medication dispensed: _____ Dose Given _____

Dates of treatment: _____ Instructed withdrawal time: _____

Veterinarian: _____ Veterinarian Phone: _____

Signature of licensed veterinarian providing care: _____