**SAMPLE LIVESTOCK PURCHASE CONTRACT**

**Seller: Buyer:**

Business Name: Business Name:

Contact: Contact:

Address: Address:

City, State: Zip: City, State: Zip:

Phone: Phone:

Email: Email:

Seller will provide livestock and services to Buyer, and Buyer agrees to pay , as specified in this Agreement.

This Agreement begins on the date signed below and deposit is received by . This Agreement ends when livestock is transferred to Buyer or upon written agreement between the parties. Thereafter, Seller and Buyer are relieved of all obligations and liabilities pertaining to this Agreement.

Type and Number of Livestock

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_ each

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Total Livestock Price Deposit Paid

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Deposits and Final Payment of Livestock Price**

For intact breeder, feeder or show livestock: Deposit due prior to placement on Seller‘s reserve list. Final payment due four weeks prior to pick-up date (this is to allow for payment to clear Buyer’s bank).

Payment must be made in U.S. Dollars. Payment form may be PayPal, cash, checks or other compensation agreed to by both parties. All forms of payment must clear the customer’s bank before livestock will be transferred.

Deposits, including partial deposit payments, are only refundable if Seller fails to provide livestock. Deposits, including partial deposit payments, will not be refunded if Buyer cancels Agreement without concurrence of Seller, if Buyer fails to make final payment as agreed to above, if payment fails to clear Seller’s bank or if Buyer fails to accept transfer of livestock by pick up date (unless agreed to in writing by Seller). This is necessary as Seller prioritizes its breeding schedule and commitments based on deposits received and will incur costs to board and re-market livestock.

Customer may have to wait for a later delivery if the anticipated livestock do not have enough appropriate livestock for this order; this situation does not automatically require a refund of deposit.

**Services and Fees**

Veterinarian health certificate: If requested by Customer, Seller will obtain an appropriate certificate from its veterinarian. Cost will be according to the quote from the veterinarian, plus a transportation fee. Livestock that require blood tests will require Seller to make a second trip to the veterinarian and incur a second transportation fee. Fees due at time of final payment to allow for adequate time to schedule vet appointment and have necessary tests completed.

Import certificates: Customer’s responsibility.

Transportation by third party shipper: Customer’s responsibility.

Registration fee: Seller will pay for animal registration. Individual registration fee is Customer’s responsibility.

Further Agreements:

* Seller agrees that livestock provided will be of sound health at transfer.
* Seller is not responsible for the health or welfare of livestock, including any latent (hidden) physical defects or illness (including inability to breed or nurture offspring as breeder livestock), after transfer to Customer.
* Customer agrees to provide name(s) of any persons who will act as Customer’s representatives (third party shipper, including airline company). Transfer of livestock to Customer’s representative has the same effect on this Agreement as if livestock were transferred directly to
* Customer. Seller is not responsible for the health or welfare of livestock after transfer to Customer’s representative.
* Title to the livestock will transfer to Customer upon payment of all agreed fees and delivery to or pickup by Customer or Customer’s representative.

Both parties agree that this contract will be interpreted under the applicable laws of the State of

 . If any provision this Contract is held unenforceable all remaining provisions of this Contract shall remain in full force and effect.

This Agreement may be modified only in writing and signed by both parties. Email messages confirming agreement by both parties will suffice and be considered as modifications to this contract.

**For Seller: For Buyer:**

Signature: Signature:

Name: Name:

Date: Date: