

**LIVESTOCK PURCHASE CONTRACT**

<b>Seller:</b>	<b>Buyer:</b>
<b>Farm Name:</b>	<b>Business Name:</b>
<b>Contact:</b>	<b>Contact:</b>
<b>Address:</b>	<b>Address:</b>
<b>City, State: Zip:</b>	<b>City, State: Zip:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Email:</b>	<b>Email:</b>

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

	\$
	\$

Total Livestock Price \$ \_\_\_\_\_  
Deposit due on \_\_\_\_\_: \$ \_\_\_\_\_  
Earnest payment due on \_\_\_\_\_: \$ \_\_\_\_\_  
Amount due upon pickup: \$ \_\_\_\_\_

**Deposits and Final Payment of Livestock Price**

Deposit due prior to placement on Seller's reserve list. Earnest payment of \$ \_\_\_\_\_ is due \_\_\_\_\_. The final payment of \$ \_\_\_\_\_ is due upon pickup. Lambs will be picked up from the farm between \_\_\_\_\_ and \_\_\_\_\_ unless alternate arrangements are agreed upon by both Buyer and Seller.

Payment must be made in U.S. Dollars. Deposit and earnest payment form may be PayPal, check, money order, or other compensation agreed to by both parties. Final payment upon pickup must be cash. All forms of payment must clear the buyer bank before livestock will be transferred.

Deposits are only refundable if Seller fails to provide livestock. Deposits 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 the breeding schedule and commitments based on deposits received and will incur costs to board and re-market livestock.

**Services and Fees**

Veterinarian health certificate: For all out of state Buyers, Seller will obtain an appropriate certificate from a veterinarian. Cost will be according to the quote from the veterinarian, plus a

transportation fee. Fees due from Buyer at time of final payment in addition to price due for the sale of livestock.

Biosecurity testing: If requested by Buyer, Seller will collect and submit blood samples to an accredited lab for a small ruminant biosecurity screen that includes caseous lymphadenitis (CL), ovine progressive pneumonia (OPP), and johne's disease (OJD). All associated costs will be Buyer's responsibility unless an animal tests positive for a disease. In the event an animal tests positive, Seller shall be responsible for these costs and shall refund all deposits and earnest payments. If additional testing panels beyond CL, OPP, and OJD are desired, all associated costs will be Buyer's responsibility regardless of results, but the Seller shall refund all deposits and earnest payments made in the event an animal tests positive.

Transportation by third party shipper: Buyer's responsibility.

Registry fees: Seller will register and transfer all lambs electronically with St. Croix Hair Sheep Breeders (SCHSB). Buyer must provide his/her SCHSB membership number for ease of transfer. If Buyer does not have a membership number at time of pickup, all costs and procedures associated with registration and transfer shall be Buyer'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 Buyer.
- Buyer agrees to provide name(s) of any persons who will act as Buyer's representatives (third party shipper, including airline company). Transfer of livestock to Buyer's representative has the same effect on this Agreement as if livestock were transferred directly to Buyer.
- Seller is not responsible for the health or welfare of livestock after transfer to Buyer's representative.
- Title to the livestock will transfer to Buyer upon payment of all agreed fees and delivery to or pickup by Buyer or Buyer'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.

**Seller**

**Buyer**

Signature:

Signature:

Name:

Name:

Date:

Date: