**Plum Creek Spanish Goats PURCHASE CONTRACT**

**Seller: Buyer:**

Business Name: Business Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Total Livestock Price Deposit Paid

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

**Deposits and Final Payment of Livestock Price**

Deposit of 25% of total purchase price is due prior to placement on Seller‘s reserve list. Final payment at pick-up.

Payment must be made in U.S. Dollars. Payment of deposits may be cash, personal checks or cashiers check. Final payment must be made in cash or cashiers check ONLY. Livestock will NOT leave the Seller’s property until appropriate payment is received.

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).

**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.

Transportation by third party shipper: 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

 Kansas . 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_