



Lofland Farm, LLC Goat Purchase Hold & Sales Contract

First, we would like to Thank You for considering Lofland Farm when looking for a Nigerian Dwarf goat. Here at Lofland Farm, we take extraordinary pride in breeding and raising friendly & healthy goats. Whether you would like a goat for a pet, for milk, or to breed and show, we know you will be more than pleased with the stock that we offer here at our farm.

THIS AGREEMENT is made on , by and between residing at , here after referred to as Buyer, and Lofland Farm, mailing address of 5315 Warren Sharon Road, Vienna, OH 44473, here after referred to as Seller.

Buyer agrees to purchase animal(s) below:

Goat Name	Breed	Description	ADGA Reg. #	Agreed Sales Price
	Nigerian Dwarf			
	Nigerian Dwarf			
	Nigerian Dwarf			
	Nigerian Dwarf			
	Nigerian Dwarf			
	Nigerian Dwarf			



Non-refundable deposit in the amount of \$50 (per goat), paid by way of (Debit/Credit Cards, Cash, PayPal, *Personal checks require fourteen business days to process made out to Lofland Farm), is due in conjunction with this signed sales contract. Balance due of \$ paid by way of cash is due at determined **Date of Sale** of or actual possession and ownership transfer. If paying by PayPal, buyer assumes all PayPal fees and holds Seller harmless of such costs. It is best to send to Friends and Family PayPal option. If Lofland Farm is charged such fees, those fees must be reimbursed in full before Buyer can obtain possession of goat(s).

POSSESSION:

Buyer agrees to take possession of said goat(s) on this agreed **Date of Sale:**
The **Date of Sale** is determined by birth date plus seven full days (including weekends).

On determined **Date of Sale** and upon full payment of said goat(s) as set forth in contract above, SELLER agrees to provide ADGA registration papers and transfer of ownership form(s) to BUYER. BUYER agrees to complete the full transfer of ownership through ADGA and/or AGS at BUYER'S expense within 30 days of date of sale.

Generally:

- Dam raised kids are ready for pick up at 12 weeks old.
- Dam raised kids are raised in the herd with their mothers and other goats.

CONTRACT:

1. SELLER makes no guarantees, expressed or implied, including any guarantees to health, color, height, reproduction, show quality, milk production, etc. We do not offer any health or wellness guarantees after the goat has left our property since we cannot control the management of said goat(s) once it leaves our farm. We encourage BUYERS to understand that travel and management change is stressful to said goat(s) and the BUYER is encouraged to make environment & feed transitions slowly to reduce stress to said goat(s).
2. SELLER guarantees said goat(s) is healthy at time of sale and BUYER has the option to review the condition and health of the goat, including any veterinary examinations, at BUYER's expense.



3. All dam raised buck & doe kids will be disbudded, tattooed, or microchipped, vaccinated twice for CD/T (only if goat kid is 12 weeks or older at pickup).
4. All registration applications (ADGA) will be provided to BUYER at time of pick up from Lofland Farm or mailed withing 30 days after sale date.
5. All withers will be disbudded, vaccinated, and castrated before leaving Lofland Farm, unless requested that buckling's stay intact in which case the buckling's will be vaccinated and disbudded.
6. Lofland Farm, LLC reserves the right to retain any kid from any breeding.
7. We reserve the right to refuse to sell an animal at our discretion if we are not confident in the ability of the BUYER to adequately care for the animal.
8. Reservations require a non-refundable deposit (\$50 deposit per goat) accompanied by this signed contract.
9. If the BUYER'S first choice kid is not available, BUYER has the option to choose a kid from another breeding OR roll over to the following year, but not beyond that.
10. Reserved kids must be picked by BUYER up within 7 days of the determined **Date of Sale**. Reserved goats not picked up within 7 days of the agreed upon sales date will be charged \$5/day per goat board, to be paid by BUYER before goat leaves the farm. If said goat(s) is not picked up within 14 days of the agreed upon sales date the BUYER'S reservation will be forfeited, including all monies paid, and said goat(s) will be retained or placed for sale.
11. The Buyer is responsible for transportation of the animal and all transportation costs. The seller assumes no responsibility for transportation arrangements or costs associated with transportation, nor will the seller be responsible for accepting or transferring funds intended for shipment of the animal. Furthermore, seller is not responsible for death or injury associated with transportation.
12. In the event of the loss or injury of said goat(s) prior to delivery date to BUYER, SELLER shall refund full deposit to BUYER.
13. Reserved goat(s) will not leave Lofland Farm, for any reason, until full payment is received.
14. We offer LIFETIME after-sale advice; if you need to call us, at any time day or night, for advice, help or guidance, do not hesitate to contact us via phone or email. If your doe is kidding at 2 am and needs help, you can call us. We also guarantee that if at any time you are no longer able to keep the animal/s you have purchased from us, we may take that animal back provided funds are available to do so and the health status of the animal matches the health status of our herd (CAE, CL, & Johnes Free).



15. At time of pickup, hay, a sample of our water and grain will be provided by request.
16. If at any time the Buyer cannot support the goat's shelter, health and food needs, Lofland Farm reserves the right to purchase back the goat(s) at the same cost purchased plus any costs such as lodging and fuel in coming to Buyer's location and back to Seller's Location. The fuel will be calculated using the distance from Buyer's location to Sellers Location as time of transfer using the Federal Standard Mileage Rate for the current year of transport. Lodging will be charged for any distance over 480 miles.
17. If the Buyer at any time, cannot support the goat's shelter, health and food needs, instead of Seller coming to Buyers' location, the Buyer may transport the goat(s) to Seller's location. In this case, the Seller will buy back the goat at original cost. Seller will not reimburse Buyer of transportation costs.
18. **This contract is for holding a goat not yet born unless the Sale Date under Possession has been filled in.**
19. In the case of holding the goat, the terms of this contract will not apply until a sales date has been given through contact information on this contract. The deposit is 100% refundable if there is not a kid born in the current year of agreement date that meets the criteria of the BUYER.

EXCEPTIONS:
 - a. Not responding to correspondence with given contact information on this contract within 30 days will lose your deposit.
20. If a goat kid is decided on, then the **Date of Sale** will be filled in which the entire contract will be in force.
21. After the contract has been signed and purchase prices is paid in full of all monies received, and it is determined the buyer cannot keep then on or after the **Date of Sale**, Lofland Farm may take back the goats, however, will not refund the deposit or the remainder of the purchase price. It is understood that buyer(s) will fully consider their ability to care for the goats purchased. There are no refunds for "Buyer's remorse".



22. Upon breach of this AGREEMENT by one party the other party shall have the option to terminate the sale. This AGREEMENT shall be governed by the laws of the State of Ohio.



Seller's Name: Denise Lofland – Lofland Farm, LLC ADGA: 1602314

X

Seller's Signature

Date of Signature:

Email: denise@loflandfarm.com

Seller's Address: 5315 Warren Sharon Road, Vienna, OH 44473

BUYER'S SIGNATURE BELOW INDICATES FULL AGREEMENT AND COOPERATION WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Buyers Name:

X

Buyer's Signature

Date of Signature:

Buyers Address:

Buyers Phone Number:

Buyers E-mail:



Please send signed contract to:

Denise Lofland
5315 Warren Sharon Road, Vienna, OH 44473

Or Scan & Email to: denise@loflandfarm.com
330-414-1758 cell number for your records

Special Terms: