Royal Caliber Ranch LLC Contracts

Retainer for Goats

Description of animal being sold: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Animal price: \_\_\_\_\_\_\_\_\_\_\_ Retainer amount: \_\_\_\_\_\_\_\_\_\_\_\_\_

Total amount due upon pickup: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hold time: \_\_\_\_\_\_\_\_\_\_\_\_\_

Terms: The retainer by buyer guarantees a “hard” hold to the new buyers of said animal by putting a monetary figure down on the animal. The retainer is considered NON REFUNDABLE. A retainers put down is towards the payment of the animal (s). Retainers are considered a form of pre-ownership and allotted one retainer per buyer per animal at one given time an animal is up for sale. If the animal stays in good health and there are no complications during the hold time, which is defined by the seller, then buyer who leaves the retainer gets the animal on the designated pick up time (no more than 10 days past this contract unless decided by seller via verbal or text contract). There are situations where seller can refuse/cancel/forfeit returning the retainer and consider this contract null and void due to buyer’s fault and trying to back out of this contract including: impulsive buying (buyer’s regret of any kind), lack of buyer finances- where buyer cannot pay for the rest of the animal at the time of pick up, buyer making excuses that are nonsensible to picking up animal, buyer realizing the “inconvenience or mistake” of putting down the retainer (form of buyer’s remorse), buyer buying animal without family/significant other’s approval or long term considerations, buyer not planning accordingly, buyer having other animals or pets that will inconvenience the situation, buyer realizing the cost of upkeep of the animal and deciding they do not want it anymore, general lack of interest in the transaction to move forward or coordinating with seller, buying the animal as a present/gift/surprise for someone else/family/friends and then that plan not working out in any/some way, or any other change of plans made by buyer NOT including accidents or events that can be proven and are not at the fault of the buyer (not including any of the reasons mentioned before this).

Buyer responsibilities: Buyers need to coordinate with seller and agree on a pick up date and be accommodating to seller. Seller will try and be accommodating to buyer’s pick up window time. Buyer needs to leave a good working contact line to the seller. If seller cannot reach buyer after retainer of animal through the given means of communication during that hold period, then seller can consider the contract null and void and can refuse to return the full retainer to buyer. Delivery/pick up options will be discussed before pick up date of animal and should be within window seller has allowed.

Seller culpability: Seller will provide buyer with all necessary information and disclose all events and conditions of the animal being sold. Seller will keep in contact with buyer during the time of the hold for updates and status of animal while in the care of the seller. Seller will provide general care instructions upon departure, a history of animal, and any other item(s) that seller believes is necessary to go with animal. Seller will give buyer instructions on care and wellbeing of animal.

Seller rights: Seller has the right to refuse to sell said animal at any time to anyone- this does not mean seller will take buyer’s money and simply leave. This means that if seller notices through analysis and observations of buyer (potential owner of animal) that the buyer is not suitable for ownership after the initial conversation(s) of said animal for reasons during the time of hold including: the buyer having less than appropriate interest, care, and consideration for the said animal. If this happens during the hold period, it is at the seller’s discretion to return the complete retainer of the animal or not (due to loss of revenue to seller). If buyer refuses to make accommodations for pick up after a date has been agreed on between seller and buyer, seller has the right to deny returning the retainer and consider the terms of this contract null and void due to buyer’s actions.

Contract forfeit exceptions: Seller understands that unexpected life events can obstruct plans and pick up times. If this is the case, seller will work with buyer. Cases that are considered full return on retainers include accidents and extreme life events. Unorganized planning, poor time management, impulsive buys without family discussions, neglectful children (buying as presents), buyer’s remorse, financial problems, or any situation stated in Terms section DO NOT qualify as a reason to get the retainer back at all from seller. If any of these problems should arise, contact seller and explain the situation. Seller of the animal has the right to refuse retainer depending on the situation and circumstances and is up to the discretion of the seller to decide to return the retainer and/or consider the contract null and void due to loss of revenue seller is faced with by buyer’s poor judgement and deficient actions.

Seller returns: Seller can and will return full retainer of the animal if the following conditions occur: Animal falls ill, dies, or is not suitable to change ownership due to health reasons of animal or any other complication of the animal during the time animal is still in seller’s possession. Seller sells animal as is and there is a NO RETURN policy on animal unless under extreme circumstances which does not guarantee the refund or retainer of animal. Seller will not risk herd health of seller’s other animals from return animals since history or circumstances are not known by seller.

Conditions of nature: Buyer understands that animals can become ill due to stresses of rehoming and changing life patterns. All animals sold by seller appear to be outwardly healthy. The buyer understands that the seller is selling an animal that is outwardly healthy when leaving the seller’s property. It is the buyer’s responsibility to look over and inspect the animal before

retainer/purchase and before taking the animal home. It is the seller’s responsibility to disclose any health concerns, procedures, or history to the buyer. If buyers observes any illness or problems after attaining the animal, it is up to the buyer to take the animal to a licensed veterinarian as soon as possible at buyer’s expense.

**Terms defined: Seller is the person selling the animal. Buyer is the person that is buying the animal and the potential, future owner.**

By signing or verbally agreeing to this form (via text, email or public or private message of any kind), the buyer comprehends and submits to the terms of this contract and understands/acknowledges the potential of losing the buyer’s retainer- and animal- and must cooperate and follow seller’s instructions regarding care, animal pick up, and any owed costs. Seller Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed \_\_\_\_\_\_\_\_\_\_\_