

LIVESTOCK BILL OF SALE

- I. **Dates.** This agreement was created on the _____
(Hereinafter known as the "Agreement Date") with the intention of the transfer of
livestock and monetary funds to be on or around the _____
(Hereinafter known as the "Date of Sale").
- II. **The Parties.** The owner of the livestock is known as Jay Smith with a mailing
address of 39002 Ryans Bay Road in the City of Zumbro Falls, State of
Minnesota (Hereinafter known as the "Seller"). The purchaser of the livestock is
known as _____ with a mailing
address of _____ in the
City of _____, State of Minnesota
(Hereinafter known as the "Buyer").
- III. **Livestock.** The livestock to be sold is described as:

- IV. Agreement.** This Agreement begins on the date signed below and deposit is received by the Seller. 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.
- V. Purchase Terms.** The price the Buyer agrees to pay the Seller for the livestock mentioned in Section II shall be _____ (US Dollars) to be paid on the Date of Sale. The Buyer agrees to make a deposit in the amount of _____ (US Dollars) which shall be credited against the sales price on the Date of Sale. The deposit may be paid using check or PayPal. If the final payment is made by check, it must be received 14 days in advance, for the check to clear. Otherwise, cash or PayPal payment will be accepted.
- VI. Deposit Terms.** 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 _____ (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.
- VII. Additional Terms.**
- a. Seller agrees that livestock provided will be of sound health at transfer.

- b. 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.
- c. 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.
- d. 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 Minnesota. 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.

Buyer Signature _____ **Date** _____ **Print** _____

Seller Signature _____ **Date** _____ **Print** _____