**LIVESTOCK PURCHASE CONTRACT**

**Seller: Bouchér Family Farm Buyer:**

Business Name: BFF of Northern Colorado Business Name:

Contact: Leslie and Madison Bouchér Contact:

Address: 9522 Sierra Vista Road Address:

City, State: Longmont, CO. Zip: 80504 City, State: Zip:

Phone: (720) 371-6589 or (720) 394-9908 Phone:

Email: Info@boucherfamilyfarm.com Email:

Seller will provide the below-noted livestock to Buyer; any terms and conditions not specifically noted in this agreement are not negotiated, and therefore unenforceable.

This Agreement begins on the date signed below and is contingent upon timely receipt of required deposit. 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 x\_\_\_

***Total Livestock Price***  ***Deposit Paid***

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ On \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
***Deposits and Final Payment of Livestock Price***

A $300 non-refundable deposit is due prior to placement on Seller ‘s reserve list, this will be taken off the final price of the livestock total. Final payments are due prior to pickup / shipping unless other arrangements are made in writing and signed by both parties.

Payment must be made in U.S. Dollars. Payment forms may be PayPal, cash, checks, credit cards, or other compensation agreed to by both parties. All forms of payment must clear the Buyer’s bank before livestock will be transferred. PayPal and credit card payments will be assessed an administrative fee of 4 %. 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). 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.

**Buyer may have to wait for a later delivery if the anticipated livestock births do not produce enough appropriate livestock for this order; this situation does not automatically require a refund of deposit.**

***Services and Fees***

**Veterinarian health certificate:** If requested by Buyer, Seller will obtain an appropriate certificate from its veterinarian for transport of above stated livestock.

**Brand Inspection:** Seller will obtain prior to livestock being transported.

**Import certificates:** Buyer’s responsibility.

**Transportation by third party shipper:** 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.
* Seller does not guarantee height / weight of livestock at adulthood.
* Buyer agrees to request any additional testing or testing required by their state for shipping purposes before signing this agreement, this is done at the Buyer expense.
* 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.
* If Buyer requests livestock to be transferred before weaning and placed on a bottle, Seller is not responsible for any health conditions that may arise or inability to get said livestock to nurse from bottle.
* Seller is not responsible for the health or welfare of livestock after transfer to Buyer’s representative.
* Brand inspection to the livestock will transfer to Buyer upon payment of all agreed fees and delivery to or pickup by Buyer or Buyer’s representative.
* Seller agrees that if above stated livestock dies within 1 year of age due to a congenital or hereditary defect, as found by a licensed veterinarian through a necropsy done at the buyer’s expense, a refund will be issued after documentation is received and reviewed by seller’s veterinarian. Seller is not responsible for any veterinary bills or expenses Buyer incurred regarding above stated animal.

Both parties agree that this contract will be interpreted under the applicable laws of the State of

Colorado. 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.

***Any addition terms, if any, are on attached addendum:***

 **N/A \_\_\_\_\_\_\_\_ Seller Initials: \_\_\_\_\_\_\_\_ Buyer Initials: \_\_\_\_\_\_\_\_**

 **For Seller: For Buyer:**

 Signature: Signature:

 Name: Name:

 Date: Date: