

Califexas Farms Goat Buyers Agreement

We would like to thank you for your interest and consideration of Califexas Farms when looking for a Nigerian Dwarf goat. Our mission is to breed and raise the healthiest and highest quality of goats that match a variety of lifestyles and purposes. All goats are guaranteed to be CAE, CL, and Johnes negative when they leave our farm.

This agreement is made on _____, between _____ residing at _____, here referred to as BUYER, and Califexas Farms located at 2885 Church Road, Seguin, TX 78155, here referred to as SELLER.

As a BUYER, I agree to purchase the Nigerian Dwarf Goat with ADGA/AGS Registration Number _____ from the said SELLER. If all possible, the name I would like the goat to be is Califexas _____.

I am aware and agree that the sales price of the goat I am prepared to purchase is \$_____.

BUYER agrees to take possession of said goat on this agreed Date of Sale: _____. On agreed upon 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. (Castrated goats will NOT come with ADGA/AGS registration papers & will NOT be tattooed)

A **NON-REFUNDABLE** deposit of \$200 for registered goats and \$100 for non-registered goats that is required before any goat will be held. This non-refundable deposit will be paid by way of _____. (PayPal with Debit/Credit Cards or Instant Bank Transfer to califexasfarms@gmail.com which includes 3% PayPal Fee if applicable, Cash, *Personal checks require 14 business days to process made out to Cortney Clift), is due in conjunction with this signed sales contract. Balance due of \$_____ paid by way of _____. (PayPal, Instant Bank Transfer to califexasfarms@gmail.com which includes 3% PayPal Fee if applicable or Cash) is due at agreed upon date of sale/date of actual possession and ownership transfer. All checks must be processed and deposited prior to any goat leaving the SELLER's location.

Please read and initial the following requirements acknowledging your ability to maintain a happy and healthy goat in addition to the SELLER and BUYER warrants and guarantees:

_____. SELLER warrants clear title to said goat(s).

_____. All sales are deemed final. No refunds or replacements will be given unless otherwise written in proof by the SELLER.

_____. I understand that goats are herd animals and must have a friend, just like you. You must have at least one goat already, or plan on purchasing two goats. Dogs, cats, any other type of animal (domestic or stock) does not qualify.

_____. Goats require constant maintenance and health care. This includes but is not limited to vaccines, hoof care, fresh water access, minerals, and/or supplements. I understand that I am reliable for all maintenance and healthcare of my goat.

_____. I understand that goats are NOT lawn mowers. Goats can be selective and choose to be browsers over grazers. I am not buying a goat just to mow my lawn.

_____. Nigerian Dwarf wethers (castrated males) are typically the best fit for those looking for goats as pets. I understand that if I have chosen to have a buckling wethered before taking it home as a pet, SELLER is happy to provide that service to you at no cost, but a full non-refundable payment is required upfront. SELLER will also provide the tetanus anti-toxin that accompanies the castration.

_____. Goats are escape artists. Please ensure that you have the proper facilities in place to house your goats to include an enclosure with at least four foot high fencing, a covered area in case of inclement weather, and ability to connect heat lamps or provide indoor housing during the wintertime.

_____. Our herd is tested annually for Caprine Arthritic Encephalitis (CAE), Caseous Lymphadenitis (CL), and Johnes Disease to ensure that your goat goes home disease free. We guarantee that our goats are disease free before leaving our property. It is your responsibility to get your new goat checked out by a certified veterinarian within 3 days of purchase. If your goat is tested positive for any of these listed diseases, SELLER will refund the full amount of the price of your goat with documentation from a certified veterinarian. Goat must be returned to the SELLER's possession within 72 hours after the date in which the goat was diagnosed with the above disease. SELLER reserves the right to have the goat tested by the SELLER's choice of veterinarian prior to any refund. SELLER will not reimburse any veterinarian fees on your behalf.

_____. I understand that Califexas Farms does not and cannot guarantee height, or production of any animal. SELLER does not use over height goats, however it is still not a guarantee. SELLER also cannot guarantee milk production, show wins, or udder quality.

_____. SELLER does not ship any goat for any reason. All purchases must be picked up from SELLER's location or delivered by SELLER at a fee of \$0.55 a mile round trip upon prior agreement.

_____. All goats leaving the farm MUST have proper and safe means for travel. A dog crate, kennel, or trailer. If you have an open wire crate for the back of the truck, it must be covered with a tarp. No goats will leave if SELLER feels they will not travel safely.

_____. 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.

_____. Reserved kids must be picked up within 7 days of the agreed upon sale date. Reserved goats not picked up within 7 days of the agreed upon sales date will be charged \$10/day 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.

_____. 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.

_____. Reserved goat(s) will not leave Califexas Farm, for any reason, until full payment is received.

_____. Any animals sold out of state or flying require a Health Certificate in order to be transported across state lines per STATE LAW. Health Certificates will be arranged for by Seller and must be paid for by BUYER (\$60 fee) in addition to the reservation deposit.

_____. SELLER makes NO other guarantees, expressed or implied.

Upon breach of this AGREEMENT by one party the other party shall have the option to terminate sale. This AGREEMENT shall be governed by the laws of the State of Texas, County of Guadalupe.

Seller's Name: Cortney Clift – Califexas Farms

Seller's signature _____

Email: califexasfarms@gmail.com

Seller's Address: 2885 Church Rd., Seguin TX 78155

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

Buyers Name: _____

Buyers signature: _____

Buyers Address: _____

City: _____ State: _____ ZIP _____

Buyers Phone Number: _____

Buyers E-mail: _____

Please mail signed contract to:

Califexas Farms
2885 Church Rd.
Seguin, TX 78155

Or Scan & Email to:

califexasfarms@gmail.com