

**Plum Run Farm and Dairy
Marilyn Pontius
3465 Timber Ridge Rd
Needmore, PA 17238
mpontius@yahoo.com
www.plumrundairy.com**

Date: _____

This Livestock Purchase Agreement ("Agreement") is between _____ (hereinafter referred to as "Buyer) and Plum Run Farm and Dairy, (hereinafter referred to as Plum Run) as an agent for the seller(s) selling livestock through the Plum Run website at <http://www.plumrundairy.com> (the "Website"), via email or in person. Buyer and Plum Run Farm and Dairy agree as follows:

1. Purchase of Livestock. Buyer will agree to purchase livestock as listed below from Plum Run, subject to the provisions set forth below and Plum Run Standard Terms and Conditions and Limited Warranty (the "Standard Terms"), if any, in effect at the time of purchase. The Standard Terms are listed here and shall be made available to Buyer upon request. Buyer's deposit constitutes an irrevocable offer to purchase livestock, and if accepted, cannot be revoked, this includes vet fees and deposit.

2. Buyer's Information. Buyer has provided information to Plum Run to qualify as a buyer of livestock. Qualification includes the Buyer has adequate facilities to house and care for the livestock. Buyer represents and warrants that the information provided therein is true and correct and shall promptly inform Plum Run of any changes in the information provided.

3. Sale Agreement. Upon Buyer's purchase of livestock, Plum Run shall promptly send, via email transmission or other means mutually agreed between Buyer and Plum Run, an Agreement of such purchase including the date of purchase, the purchase price and other specifications (the "Sale Agreement"). The Sale Agreement shall be signed and returned by Buyer. Livestock must be picked up within 2 weeks of purchase or buyer will pay \$3 per day boarding fee starting on Day 15 unless prior arrangements have been made and must be noted on this agreement.

4. Payment of Purchase Price & Livestock Health.

1. Upon receipt of a Sale Agreement, Buyer shall promptly pay to Plum Run a non-refundable deposit of \$_____ (50% of total purchase price) as a partial payment. No livestock will be held for the Buyer until signed purchase agreement AND the deposit is received by Plum Run. Buyer shall pay the balance of the Total Dollars to Plum Run before the time of pickup by cash, credit card, or bank check. If personal or business check is used payment must be received at least 1 week prior to the pickup date of the livestock.

2. "Total Dollars" means the total sales amount.

3. In addition to amounts set forth above, Buyer shall pay for all health tests or documentation requested by Buyer or required by the state where the buyer is located prior to pickup of the livestock.

4. Livestock listed as “bred” will be pregnancy tested at the Buyers request and expense. Livestock tested and found to be bred are guaranteed bred only as of the day of the test by the veterinarian. Plum Run assumes no responsibility for the viability of the pregnancy beyond the test date. Abortion, miscarriage, birth defects or problems of the pregnancy are the responsibility of the Buyer.

5. Plum Run does not knowingly sell any sick or infirm livestock without disclosure of such to the Buyer. The Buyer may at his/her expense have the livestock vet checked before pickup of the livestock. Due to the stress of transportation and adjustment to new living conditions, or differences in feed and water, Plum Run takes no responsibility for the health of the livestock after it is loaded onto or into the transport vehicle.

5. Pickup; Acceptance. It is the Buyer’s responsibility to check all livestock before said livestock is picked up at Plum Run, and failure to do so shall constitute irrevocable acceptance of the livestock and bind him/her to pay the contract price for the livestock. Under no circumstances will livestock be allowed to return to Plum Run farm after being loaded for transport.

6. Security Agreement. As all livestock is paid in full before leaving Plum Run, there is no need for additional collateral or any lean or hold onto the livestock. There will be a \$30.00 charge for any returned check or unauthorized credit card transaction.. As noted above any unguaranteed funds (personal or business check) must be received at least 1 week before the livestock will be released for pickup.

7. Registration with the ADGA. The Buyer is responsible for submitting all registration applications and fees with the American Dairy Goat Association (ADGA) for the purchased animals. A signed application for registration will be provided to the Buyer at the time of purchase.

8. Miscellaneous. The laws of the state of Pennsylvania shall govern the interpretation and enforcement of this Agreement. The captions of paragraphs are for the convenience of the parties and shall not affect the meaning or interpretation of this Agreement. Buyer acknowledges and accepts that all legal matters are subject to the laws of Pennsylvania and agrees that all legal matters will be addressed via the local court systems within the jurisdiction of the seller.

The following livestock are being purchased and are covered by this agreement:

<u>Goat Breed</u>	<u>Name</u>	<u>M/F</u>	<u>DOB</u>	<u>Tattoo R ear/L ear</u>	<u>Price</u>	<u>Comments</u>

TOTAL PRICE _____

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Buyer:
 Name: _____
 By: _____
 Name (Print): _____
 Address: _____
 City, State, Zip _____
 Phone: _____
 eMail: _____

Plum Run Farm and Dairy
 By: _____
 Name: Marilyn Pontius
 Title: Owner