

Bellafire Farm 2015 Sales Contract

THIS AGREEMENT is made on _____, by and between _____ residing at _____, here after referred to as Buyer, and the Clevenger Family, mailing address of PO Box 1229, McMinnville, Oregon 97128, here after referred to as Seller.

Buyer agrees to purchase animal(s) below:

Goat Name	Breed	Color	ADGA Reg. #	Agreed Sales Price

Non-refundable deposit in the amount of \$50 (per goat), paid by way of _____ (PayPal with Debit/Credit Cards or Instant Bank Transfer to bellafirefarm@hotmail.com which includes 3% PayPal Fee if applicable, Cashier's Check/Money Order, or cash, *Personal checks require 14 business days to process), is due in conjunction with this signed sales contract.

Balance due of \$_____ paid by way of _____ (PayPal with Debit/Credit Cards or Instant Bank Transfer to bellafirefarm@hotmail.com which includes 3% PayPal Fee if applicable, Cashier's Check/Money Order, or cash, *Personal checks require 14 business days to process) is due at agreed upon date of sale/date of actual possession and ownership transfer.

Buyer agrees to take possession of said goat(s) 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 registrations papers and transfer of ownership form(s) to BUYER. BUYER agrees to complete the full transfer of ownership through ADGA at BUYER'S expense within 30 days of date of sale. (Castrated goats will NOT come with ADGA registration papers & will NOT be tattooed)

- 1 SELLER warrants clear title to said goat(s).
- 2 SELLER makes NO other guarantees, expressed or implied, including any guarantees to health, color, height, reproduction, show quality, milk production, etc. We do not offer any health or wellness guarantees after the goat has left our property since we cannot control the management of said goat(s) once it leaves our farm. We encourage BUYERS to understand that travel and management change is stressful to said goat(s) and the BUYER is encouraged to make environment & feed transitions slowly to reduce stress to said goat(s).
- 3 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.
- 4 All buck & doe kids will be disbudded, tattooed, vaccinated twice for CD/T and registered with ADGA before leaving Bellafire Farm. All wethers will be disbudded, vaccinated, and castrated before leaving Bellafire Farm.
- 5 Should a doe be sold as a pet/non-breeding animal, no registration papers will be released or given to BUYER at any time.
- 6 Bellafire Farm reserves the right to retain any kid from any breeding.
- 7 BUYER has the right to review current blood test results, DHI milk test results, and Linear Appraisals.
- 8 Reservations require a non-refundable deposit (\$50 deposit per goat) accompanied by this signed contract.
- 9 Deposits are non-refundable unless BUYERS reservation cannot be filled.
- 10 If the BUYER'S first choice kid is not available, BUYER has the option to choose a kid from another breeding OR choose to have their deposit refunded in full within 30 days or rolled over to the following year.
- 11 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 \$2/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.
- 12 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.
- 13 Reserved goat(s) will not leave Bellafire Farm, for any reason, until full payment is received.
- 14 Any animals sold bred are guaranteed bred at time of sale, via positive blood test and confirmed ultrasound. Seller offers no guarantee as to quality or number of kids born. Seller has no control over abortion, absorption or loss of fetus, or overall health of kids and/or doe after transfer to Buyer due to stress, management, natural causes, etc.
- 15 Any kids who are the result of a doe purchased bred MUST carry the "Bellafire" herd name and have ear tattoos of the farm where the kids were actually born (BUYERS tattoo letters).

16 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.

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 Oregon, County of Yamhill.

Seller's Name: Traci Clevenger – Bellafire Farm

Seller's signature _____

Email: bellafirefarm@hotmail.com

Seller's Address: PO BOX 1229 McMinnville, Oregon 97128

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:

Clevenger Family
PO Box 1229
McMinnville, OR 97128

Or Scan & Email to:

bellafirefarm@hotmail.com