

Sales Agreement and Deposit Contract

1) The complete terms and conditions of the sale are contained within this Agreement. Any prior written or verbal agreement(s) and/or understanding relating to the Goods listed herein shall be null and void upon execution of this new Agreement.

2) As herein referenced, the parties to this agreement are identified as follows:

Seller:

Buyer

		Shipping Address
		Voice
		Fax by request
		e-mail
		Federal ID# or SSN
		Drivers License

3) Delivery of agreed consideration (whether a monetary deposit or other such value described below) AND Sellers shipment or delivery of any or all of the "Goods" described in this Agreement shall be considered affirmation and acknowledgement that this Agreement is in full effect.

- a. If done in person, signatures are required;
- b. If done by fax, signatures of both parties are required and the fax header shall serve as a record and verification. Both parties must initial changes or writing on the Agreement.
- c. If done over the Internet, the completed Agreement, with all blanks filled in, may be emailed to the other party. Emailed approval from the other party, and action based on this Agreement by both parties shall signify execution. Offer/Counter Offer rules shall apply. Delivery of Consideration and Shipment of Goods shall signify Execution of this agreement.

4) Description of the "Goods" (which shall be defined as the animal(s), cages, accessories, and other such items) which Seller is transferring to the Buyer per this Agreement.

Animal #1 _____ Band # _____ Type _____ PRICE _____

Animal #2 _____ Band # _____ Type _____ PRICE _____

Accessories: _____

Description: _____

Known Problems, Flaws, Imperfections: _____

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- 5) The animal(s) have not been weaned and are still being hand-fed _____ times per day. Buyer understands this, and assumes all responsibilities and risks of the continued hand feeding and weaning of the animals onto appropriate solid food, so long as such animal(s) were delivered in healthy condition, without infection, injuries, or burned crops.

 - 6) Seller hereby acknowledges acceptance from the Buyer as a down payment and/or payment in full for said Goods the amount of \$_____ and/or _____

 - 7) The Goods described within this Agreement shall be delivered to Buyer on the following date: _____ in the following manner: _____

 - 8) Seller agrees that they are solely responsible for all costs associated with said delivery, including personal delivery, meeting "part way", air shipment, cargo and any other transportation charges associated therewith.

 - 9) If Buyer is unable to take delivery of the Goods at the date and time referenced herein, and/or otherwise agreed to by both parties, the seller shall renegotiate a delivery time with the Buyer for the "Goods" within seven days from that date. If Buyer is unable to take delivery a second time, or at any time within the seven (7) day extension, the Seller may consider the Buyer's order canceled and either retain all or part of the deposit monies and/or consideration, and may sell the goods elsewhere without recourse.

 - 10) In the event Seller is unable or unwilling to deliver the animal(s) to Buyer for any reason at the date and time so identified in above and elsewhere within this Agreement, including the Seller's own decision to keep the animal(s) for him or herself, the Seller agrees to refund all monies and goods, including deposit monies, and all reasonable expenses, to Buyer within seventy-two (72) hours of decision to not deliver the animal(s). Failure to do so shall constitute a material breach of this Agreement, and Seller waives any and all rights of defense for Buyer's injunctive relief.

 - 11) Seller warrants at the time of delivery, the Goods herein referenced are in good condition. Any and all animals are healthy and any known problems have been disclosed to the Buyer in writing prior to the execution of this Agreement. Buyer has the right to refuse the delivery of the animal(s) without recourse from the Seller, for any reason. Accepting delivery of the animal(s) by the Buyer does NOT obligate the Buyer in any fashion, if the animal(s) die or are found to be ill within the first 72 hours. Under any such circumstances, Seller shall refund, return, and otherwise negotiate a fair and equitable settlement with the Buyer pursuant to the rights defined below.
 - a. The Buyer is further encouraged to have the animal(s) examined by a veterinarian of their choice within (72) hours from the delivery to verify the health of the animal(s).

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- i If, during this period, the animal(s) are found to have a condition that was NOT disclosed to the Buyer or which appears to affect the health and well being of the animal(s), determined by the examining veterinarian,
 - a The Buyer is authorized to have the vet treat the animal(s) immediately, at the Seller's sole expense, without delay or notice, if the condition:
 - i appears to be life threatening, or
 - ii was NOT disclosed to the Buyer.
 - b Otherwise, Buyer shall notify the Seller as to the condition of the animal(s), within 72 hours of the receipt. If there are:
 - i NOT any question(s) regarding the condition of the animal(s), the Seller may consider the Agreement in full effect.
 - ii question(s) or concerns regarding the condition of the animal(s) which require testing, other than stated above, the Seller shall have the right to have the animal(s) shipped back or have the animal(s) treated, at the Seller's sole expense. In the event the Seller wants the animal(s) returned, this will happen once the Buyer's money and/or consideration, including the vet check, are refunded OR otherwise settled subject to the Buyer's acceptance prior to any such return.
 - ii At the Buyer's sole discretion, the Seller agrees that all cost of return and delivery transportation to be borne by Seller, and to either
 - a refund the entire purchase price to Buyer, including deposit monies received, all veterinarian bills related to the animal(s), and reasonable expenses, or
 - b to supply Buyer with another animal(s) of the same species, sex (if known) and age... and status, proven pair with proven pair, bonded pair with bonded pair, pet with pet, etc. of equal or greater value to the Buyer.
 - iii It is hereby understood, prior to receipt of any other animal(s) under this paragraph, Buyer and Seller shall execute a new Sales Agreement and Deposit Receipt referencing the new animal prior to its delivery to Buyer.
- b. In the event the animal(s) dies within 90 (ninety) days from the last vet check and/or treatment, and a necropsy determines the illness or problem existed PRIOR to the purchase, the Seller agrees to comply with this primary paragraph and subsequent subparagraphs a, ii, a & b above, as if the animal was returned to the Seller.

- 12) In the event Seller **represents** they are selling animals that are bonded, proven, or of a certain sex, whether personal opinion, DNA or surgical sexing, and the Buyer learns the birds are of a different sex than that which was represented through verification from a veterinarian that normally treats that type of animal, within two "normal" breeding seasons or one year, which ever comes last, the Seller agrees to refund the entire sum and/or consideration to the Buyer immediately, including all costs associated with such animal(s) and agrees to pay all shipping costs to have the animal(s) returned to the Seller, **OR** shall allow the Buyer to keep said animal(s) and will refund one half (50%) of the money or consideration to the Buyer, at the Buyers sole discretion. The sole purpose of this clause is to eliminate misrepresentation regarding the sex of the animal(s).
- 13) Regardless of the condition and circumstances surrounding the negotiation of this Sales Agreement and Deposit receipt, Buyer and Seller agree that the interpretation and enforcement of this Agreement shall be governed by the law in the State of _____, and any suit

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instituted by Buyer or Seller to enforce any term, condition or clause of this Agreement shall be filed in the appropriate Court in the County of _____, in _____.

- 14) In the event that either party hereto must file suit, as referenced herein, to enforce the terms of this agreement or to enforce collections of money owed to the other party per this Agreement, it is agreed that the prevailing party shall recover all cost, including attorney's fees and reasonable expenses, associated with said enforcement from the losing party.
- 15) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision will continue in full force and effect and will not in any way be impaired or invalidated.
- 16) Waiver of one or more breaches of any clause of this Agreement will not act to waive any other breach, whether of the same or different clauses.
- 17) This Agreement has been read and understood by both parties thereto, and by executing the Agreement, the parties agree that all terms and conditions contained herein are acceptable and binding.

Dated _____ Buyer

Dated: _____ Seller

Witnesses are not required, but suggested.

Dated: _____ Witness

Dated: _____ Witness

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