

LIVESTOCK PURCHASE CONTRACT

Homegrown Acres

16081 FR 2175
Cassville, MO 65625

Homegrown Acres will provide livestock and services to Customer, and Customer agrees to pay Homegrown Acres, as specified in this Agreement.

This Agreement begins on the date signed by Customer and deposit is received by Homegrown Acres. This Agreement ends when livestock is transferred to Customer or upon written agreement between the parties. Thereafter, Homegrown Acres and Customer are relieved of all obligations and liabilities pertaining to this Agreement.

Type and Number of Livestock

_____	_____ each
_____	_____ each
_____	_____ each

Total Livestock Price

Deposit Paid

\$ _____

\$ _____

Deposits and Final Payment of Livestock Price

For intact breeder, feeder or show livestock: Deposit as stated on HomegrownAcres.com due prior to placement on Homegrown Acres’s reserve list. Final payment due four weeks prior to pick up date (this is to allow for payment to clear Customer’s bank).

Payment must be made in U.S. Dollars. Payment form may be PayPal, cash, checks or other compensation agreed to by Homegrown Acres. All forms of payment must clear the customer’s bank before livestock will be transferred.

Deposits, including partial deposit payments, are only refundable if Homegrown Acres fails to provide livestock. Deposits, including partial deposit payments, will not be refunded if Customer cancels Agreement without concurrence of Homegrown Acres, if Customer fails to make final payment as agreed to above, if payment fails to clear Customer’s bank or if Customer

fails to accept transfer of livestock by pick up date (unless agreed to in writing by Homegrown Acres). This is necessary as Homegrown Acres prioritizes its breeding schedule and commitments based on deposits received and will incur costs to board and re-market livestock. Customer may have to wait for a later litter if the anticipated litters do not have 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 Customer, Homegrown Acres will obtain an appropriate certificate from its veterinarian. Cost will be according to the quote from the veterinarian, plus a transportation fee. Livestock that require blood tests will require Homegrown Acres to make a second trip to the veterinarian and incur a second transportation fee. Fees due at time of final payment to allow for adequate time to schedule vet appointment and have necessary tests completed.

Import certificates: Customer's responsibility.

Transportation by third party shipper: Customer's responsibility.

Transportation by air: If air transportation is requested, Customer agrees to pay airline cost plus airline approved kennel and a transportation fee.

Registration fee: Homegrown Acres will pay for litter registration. Individual registration fee is Customer's responsibility.

Further Agreements:

Homegrown Acres agrees that livestock provided will be of sound health at transfer.

Homegrown Acres 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 Customer.

Customer agrees to provide name(s) of any persons who will act as Customer's representatives (third party shipper, including airline company). Transfer of livestock to Customer's representative has the same effect on this Agreement as if livestock were transferred directly to Customer. Homegrown Acres is not responsible for the health or welfare of livestock after transfer to Customer's representative.

Title to the livestock will transfer to Customer upon payment of all agreed fees and delivery to or pickup by Customer or Customer's representative.

Both parties agree that this contract will be interpreted under the applicable laws of the State of Missouri and the sole and exclusive venue for any lawsuit arising out of or relating to this agreement shall be the 39th Judicial Circuit Court in Barry County, Missouri. If any provision of 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.

CUSTOMER

HOMEGROWN ACRES

(By signing, I authorize that a photocopy or facsimile of this form serves as the original)

(By signing, I authorize that a photocopy or facsimile of this form serves as the original)

Name:

Helen Wright

Address:

Signature:

Telephone:

Email address:

Date: _____

Date: _____