

**2 Men & A Hen**

**LIVESTOCK PURCHASE CONTRACT**

**Seller: 2 Men & A Hen**

**Buyer:**

Contact: Ryan or Christopher Thatcher

Contact:

Address: 16548 45<sup>th</sup> Ave Barryton MI 49305

Address:

Phone: 989-621-3270 / 989-506-8182

Phone:

Email: twomenandahen@yahoo.com

Email

2 Men & A Hen will provide livestock and services to Buyer, and Buyer agrees to pay, as specified in this Agreement. This Agreement begins on the date signed below and deposit is received by 2 Men & A Hen. Agreement ends when livestock are transferred to Buyer or upon written agreement between the parties.

**Livestock Information**

Type: \_\_\_\_\_ Tag#: \_\_\_\_\_ Sale Price \$ \_\_\_\_\_

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Veterinary Fees \$ \_\_\_\_\_ Registration Fees \$ \_\_\_\_\_

Deposit Paid \$ \_\_\_\_\_ Total Price \$ \_\_\_\_\_

**Deposits and Final Payment of Livestock Price**

Payment must be made in U.S. Dollars. Payment form may be PayPal (buyer pays additional 3% fee), cash, checks, or other compensation agreed to by both parties. All forms of payment must clear 2 Men & A Hen’s bank before livestock leave the farm.

Deposits, including partial deposit payments, are only refundable if 2 Men & A Hen fails to provide livestock. Deposits, including partial deposit payments, and will not be refunded if Buyer: cancels agreement without concurrence of 2 Men & A Hen, if Buyer fails to make final payment as agreed to above, if payment fails to clear 2 Men & A Hen’s bank or if Buyer fails to accept transfer of livestock by pick up date. This is necessary as 2 Men & A Hen prioritizes its breeding schedule and commitments based on deposits received and will incur costs to board and re-market livestock.

**Services and Fees**

Veterinarian health certificate: If requested by Buyer or out of Michigan Transport, 2 Men & A Hen will obtain an appropriate certificate from its veterinarian. Cost will be according to the quote from the veterinarian. Fees due at time of final payment to allow for adequate time to schedule vet appointment and have necessary tests completed. One to six weeks based on testing.



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Import certificates: Buyer's responsibility. 2 Men & A Hen will make all reasonable attempts to assist and ensure certificates are acquired in a timely manner.

Transportation by third party shipper: Buyer's responsibility. 2 Men & A Hen will not travel to a pickup location. Transporters must come to 2 Men & A Hen or a specific arrangement must be made for a meeting in writing.

Registration: 2 Men & A Hen will pay for animal registration or transfer. Note an additional fee of \$100 is added for ADCA registration of Dexter cattle. Individual registration fee is Buyer's responsibility. Buyer understands that registration may take an additional six months from date of final purchase.

2 Men & A Hen agrees that livestock provided will be of sound health at transfer. All liability for livestock health and wellbeing is placed upon the Buyer once the animal leaves 2 Men & A Hen.

2 Men & A Hen 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 Buyer. 2 Men & A Hen cannot guarantee adult height, weight, temperament, or quality. It is the Buyer's responsibility to review 2 Men & A Hen's breeding stock and determine if that stock represents the Buyer's ideal stock.

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

Title to the livestock will transfer to Buyer upon payment of all agreed fees and delivery to or pickup by Buyer or Buyer's representative. Both parties agree that this contract will be interpreted under the applicable laws of the State of Michigan. If any provision in 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.

Agreements:

**For Seller:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Buyer:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

