

**2 Men & A Hen**

**LIVESTOCK PURCHASE CONTRACT**

**Seller: 2 Men & A Hen, LLC**

**Buyer:**

Contact: Ryan or Christopher Thatcher

Contact:

Address: 16548 45th 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. This Agreement ends upon delivery of the livestock to the Buyer and completion of any agreed upon services, unless otherwise terminated pursuant to the terms set forth below.

**Livestock Identification and Pricing**

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

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

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

Deposit Paid \$ \_\_\_\_\_

Amount Due on Pick Up \$ \_\_\_\_\_

Total Price \$ \_\_\_\_\_

Paid In Full with Zero Balance Due Seller Initials \_\_\_\_\_

**Payment Terms**

**Non-Refundable Deposit**

In order to hold the livestock for purchase, the Buyer must pay a minimum deposit in the amount identified above (“Deposit”). 2 Men & A Hen shall have no obligation to reserve the livestock unless and until the Deposit has been paid in full and payment, if by check, has cleared.

The Deposit is NONEFUNDABLE. No refunds of the Deposit will be given unless 2 Men & A Hen fail to timely deliver or make available for pickup the livestock on the agreed upon date, except in 2 Men & A Hen’s sole and absolute discretion. This means that the Deposit shall not be

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refunded if (i) Buyer cancels this Agreement; (ii) Buyer fails to make the final payment prior to the delivery date, as identified herein; or (iii) Buyer fails to accept transfer of the livestock by the agreed upon delivery date.

The Buyer understands and agrees that the nonrefundable Deposit is necessary as 2 Men & A Hen prioritizes its breeding schedule and commitments based upon the deposits received and will incur additional costs to board and re-market livestock.

#### **Payment Method and Requirement Before Sale**

All payment must be made in U.S. Dollars. Payment may be made via PayPal (Buyer pays additional 3% fee), cash, checks, or other compensation methods agreed to by both parties.

All forms of payment must clear 2 Men & A Hen's bank *before* livestock leave the farm.

#### **Livestock Pickup**

##### **Pickup Generally and Deadline**

Unless otherwise agreed upon in writing by the parties, the Buyer must pick up or arrange for third-party pickup and transport of the livestock within 14 days of the animals ready to depart date. If the Buyer fails to pick up and/or transfer of the livestock within that period of time, then 2 Men & A Hen may terminate this Agreement and retain the Deposit.

2 Men & A Hen does not provide livestock delivery services. The Buyer is responsible, at its sole cost and expense, for the pickup and transport of the livestock. The Buyer shall provide the name, address and telephone number of any person or entity hired to pick up and transport the livestock (i.e., the third-party shipper, airline, etc.). Any third-party shipper hired by the Buyer shall pick up the livestock from 2 Men & A Hen's principal place of business, unless otherwise agreed in writing.

##### **Title and Risk of Loss**

Title to the livestock shall transfer immediately upon pickup of the livestock by the Buyer or its third-party representative or shipper. The Buyer assumes all risk of loss to the livestock upon pickup of the livestock by the Buyer or its third-party shipper including, without limitation, accidental injury or death or illness during transport.

##### **Additional 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. Veterinarian fees are due at time of final payment to allow for adequate time to schedule vet appointment and have necessary tests completed. Buyer understands that it may be one to six weeks based on testing. If a veterinarian health certificate is denied due to the health or condition of the livestock, 2 Men & A Hen shall notify Buyer and the Buyer shall have seven (7) days from the receipt of such notice to terminate this



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Agreement. If the Buyer elects to terminate this Agreement, 2 Men & A Hen shall refund the Deposit subtracting from the Deposit the amount of the veterinarian fees, which shall be the responsibility of the Buyer.

Import Certificates: Buyer shall, at its sole cost and expense, obtain any required import certificates. 2 Men & A Hen will make all reasonable attempts to assist and ensure certificates are acquired in a timely manner.

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.

#### **Limited Warranty and Remedies**

##### **Sound Health**

2 Men & A Hen represent and warrant that the livestock will be of sound health at the time of pickup of the livestock only. For purposes of this paragraph, "sound health" shall mean that the livestock has no known, undisclosed life threatening medical conditions. This warranty does not include any representations regarding the condition of the livestock after pickup, nor does it include representations regarding breeding capabilities or use.

##### **Limited Remedy**

In the event that the Buyer, through written confirmation of a licensed veterinarian, determines within fourteen (14) days of the Buyer's pickup of the livestock that the livestock was not in sound health at the time of purchase and pickup, the Buyer shall notify 2 Men & A Hen in writing of the determination. Upon receipt of such notice, 2 Men & A Hen may offer to the Buyer livestock of the same quality as a replacement or elect to provide a refund of the purchase price, with such election to be made in writing delivered to the Buyer within ten (10) days. In the event that a replacement or refund is offered, 2 Men & A Hen shall, at their sole cost and expense, deliver the replacement livestock and may require the return of the livestock. If a refund is to be issued, 2 Men & A Hen will refund the purchase price within ten (10) days of the election.

2 Men & A Hen shall not have any liability whatsoever to any injuries, illness, failures or lameness, including death, associated with or arising out of the Buyer's care, diet, maintenance or housing of the livestock.

#### **DISCLAIMER OF WARRANTIES**

WITHOUT LIMITING THE FOREGOING, 2 MEN & A HEN HEREBY DISCLAIM ANY FURTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED,

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TO THE EXTENT NOT CONTAINED ABOVE INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER FURTHER UNDERSTANDS AND AGREES THAT EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE LIVESTOCK IS BEING SOLD AS-IS, WITH ANY LATENT (HIDDEN) PHYSICAL DEFECTS, ILLNESS, AND INABILITIES TO BREED OR NURTURE OFFSPRING AS BREEDER LIVESTOCK. 2 MEN & A HEN DOES NOT PROVIDE ANY WARRANTIES REGARDING ADULT HEIGHT, WEIGHT, TEMPERMENT OR QUALITY. IT IS THE SOLE RESPONSIBILITY OF BUYER TO REVIEW AND INSPECT 2 MEN & A HEN'S LIVESTOCK INVENTORY AND DETERMINE IF THE LIVESTOCK REPRESENTS THE BUYER'S IDEAL STOCK.

### DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, 2 MEN & A HEN SHALL NOT BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT, REPLACEMENT COSTS, BUSINESS INTERRUPTION OR OTHER DAMAGES REGARDLESS OF THE THEORY PLED OR WHETHER 2 MEN & A HEN WERE INFORMED OF THE POSSIBILITY OF SUCH LOSS. IN NO EVENT SHALL 2 MEN & A HEN'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL PRICE OF THE LIVESTOCK REFLECTED WITHIN THIS AGREEMENT.

### Miscellaneous

Governing Law and Venue: The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Michigan, without regard to conflicts of law principles. Any dispute arising out of this Agreement shall be venued in a court of having jurisdiction over the subject matter and Mecosta County, State of Michigan. The parties hereby stipulate that such venue is convenient.

Savings: If any provision in this Agreement is held unenforceable all remaining provisions of this Contract shall remain in full force and effect.

Modification: 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.

Entire Agreement: This document represents the complete agreement and understanding of the parties.

Waiver: Any failure or delay by either of the parties to exercise any right under this Agreement shall not be deemed to be a waiver of such right.

Force Majeure: With the exception of any payment obligation under this Agreement, any delay of either party to perform their obligations under this Agreement shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as acts of God, actions by governmental authority, pandemics, sickness, fire, flood, windstorms, explosions,

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riots, natural disasters, wars, or labor problems, provided that the party claiming the force majeure promptly notifies the other party of the event of force majeure, the anticipated duration of such events, and the steps taken to reasonably remedy the failure.

Agreements:

**For Seller:**

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

**For Buyer:**

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