

Joshua & Jessica Braswell
850-745-4048
lostcreekhollow@gmail.com

Date: _____
Animal: _____
Deposit Paid: _____
Total Price: _____
Remainder Balance: _____
Payment Due Date: _____



Livestock Purchase Agreement

- I. Parties: This Livestock Purchase Agreement (“Agreement”) is between _____ (“Buyer”), and Lost Creek Hollow (“Seller”).
- II. Terms: 1. Purchase of Livestock. Buyer agrees to purchase livestock (as listed) from Seller, subject to the provisions of this Agreement. Buyer’s deposit constitutes an irrevocable offer to purchase livestock, and if accepted, cannot be revoked.
2. Pickup. Seller will notify Buyer of the availability for pickup date for the livestock when it becomes known. Buyer shall have 14 days from the pickup date to take possession or Buyer agrees to pay \$4.00 per head per day boarding fee starting on Day 15 unless prior arrangements have been made and agreed upon by both parties, in writing.
3. Shipment. Buyer is responsible for determining the requirements for interstate or intrastate shipment and to notify Seller of all necessary tests or documentation Seller needs to provide. These tests and documentation is to be arranged and completed by the Buyers at Buyer’s cost. Buyer further agrees to indemnify, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including legal fees) incurred by Seller in defending against claims arising from the purchase and shipment of livestock.
- Buyer is responsible for making shipment arrangements. Buyer agrees to hold harmless Seller and absolve Seller from result of negligence or actions of the shipper hired by the Buyer.
4. Payment of Purchase Price – payment accepted: Cash, Venmo, CashApp. We do not accept: Checks, Money Orders, or Paypal for Goods and Services.
- 4.1. Buyer agrees to remit to Seller a non-refundable deposit of 50% of the total purchase price as partial payment. No livestock will be held for Buyer until signed Agreement and deposit are received by Seller. Buyer shall pay the balance of the total purchase price to Seller prior to taking possession (in person or by third party shipment).
- 4.2 If Buyer decides not to take possession of livestock Buyer shall forfeit any deposit.
- 4.3. In addition to the amounts set forth above, Buyer shall pay for all health tests or documentation requested by Buyer prior to pick up of the livestock. Buyer is responsible for all shipping costs.
- 4.4. Livestock listed as “exposed” will not be guaranteed to be pregnant. Abortion, miscarriage, birth defects or problems of pregnancy are the responsibility of Buyer.
5. Livestock Health. Seller does not knowingly sell any sick or infirm livestock without disclosure of such to Buyer. Buyer may at his/her expense have the livestock veterinarian checked before taking possession of livestock. Due to the stress of transportation and adjustment to new living conditions, management, and differences in feed and water, Seller takes no responsibility for the health for the livestock after it is loaded for transport. Under no circumstances will the livestock be allowed to return to Seller after being loaded.

6. Miscellaneous. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT. This agreement shall be binding upon and inure to benefit the successors and assigns of the parties. This Agreement shall not be assigned without the prior written consent of the other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

This agreement may be amended only by a written document signed on behalf of both parties. In case of disagreement relative to any provision of this lease or the activity thereunder, such dispute shall be referred to an arbitration committee composed of one member selected by each party, and a third member selected by the other two. Each party is responsible for the costs of their member and the cost of the third born equality between all parties but said cost shall not be more than the least cost of any of the other members. The decision of the arbitration committee shall be binding upon the parties of this lease. In the event a dispute arises between any parties that involves this Agreement or my activities with respect to LCH and it reaches the courts the venue shall be exclusively in Wakulla County, FL.

Each provision of this Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. To the degree that a court determines that any provision of this Agreement is partly or wholly unenforceable, such provision shall be re-written by the court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties. Buyer agrees that any claim, cause, or arbitration against LCH must be filed within twelve (12) months of the date this agreement was entered or the said claim, cause, or action will be forever barred, without regard to any contrary legislation. LCH may assign their rights and obligations under these Terms; in this event, LCH will be relieved of any further obligation. Buyer agrees that in the event of any arbitration or court LCH shall not be liable for more than the original deposit amount tendered by Buyer and attorney's fees shall not be granted.

III. Livestock: The following livestock is being purchased and is covered by this agreement:

Livestock Type _____ Sex: M / F
Name/ I.D Number: _____ Age: _____
TOTAL AGREED PRICE \$ _____

Comments?

IV. Signatures:

Buyer Name (Printed): _____

Address: _____ City, State, ZIP: _____

Email: _____ Phone Number: _____

Buyer Signature: _____ Date: _____

Seller Name (Printed): _____

Address: _____ City, State, ZIP: _____

Email: _____ Phone Number: _____

Seller Signature: _____ Date: _____