

Private Treaty Sale Terms and Conditions

The sale terms and conditions listed below constitute a contract between the buyer and seller of each private treaty animal and are equally binding on both parties.

Terms of Payment

1. All transactions that occur in exchange for any animal sold will be on a cash-based payment. Payment will be made to the seller before any purchased animal (s) leave (s) the premises of the seller.
2. Any down payment made to retain interest in a sale animal will be non-refundable. The non-refundable payment will be deducted from the balance price set by the seller at the time of the full money exchange. If a sale bull over the age of 16 months fails a breeding soundness exam or veterinarian approved re-check exam and is deemed to be in good health with a body condition score of 5 the buyer is eligible for terms returns described below.
3. If a check payment given to the seller is unredeemable, the buyer will have 30 days to correct the payment before an animal is repossessed. It is the seller's responsibility to contact the buyer if a check payment is unable to go through transaction. Any Registration paperwork will not be transferred to buyer until payment is complete.
4. It is the responsibility of the seller to provide the buyer with an accurate invoice detailing the financial agreement of any sale animal (s).

Animal Guarantees

1. It is the responsibility of the seller to ensure all private treaty animals are healthy and free of disease to the best of their knowledge and or based upon a veterinary inspection. In addition, the seller guarantees that the advertisement is true to the best of his/her knowledge and all correct information is disclosed to the buyer.
2. All male private treaty animals over the age of 12 months will have a fertility examination completed by a veterinarian and will be guaranteed for a minimum of 30 days post examination.
3. It will be the responsibility of the seller to ensure each sale animal (s) has correct identification in accordance to registration regulations (if applicable) and in accordance with any interstate rules and regulations.
4. All registered male private treaty animals will be DNA tested to represent correct genetics and free of test eligible diseases at the seller's expense. DNA and Genetic testing on female sale animals will be at the discretion of the seller unless stated otherwise.
5. Any animal sold for breeding production purposes is guaranteed to be sound for breeding with the exception of animals ages 12 months or younger. All cows with calves at their side are presumed to be breeders with no further guarantees for future breeding.
6. "Safe in calf" females are guaranteed to be checked at the seller's expense by a licensed veterinarian or reproductive technician using appropriate methods (ultrasound, rectal palpation, or pregnancy blood testing). A "pasture exposed" sale female is guaranteed to be exposed to a bull for the indicated time, but not guaranteed to be safe with calf. "Serviced" females are not guaranteed to be in calf. "Open" females are guaranteed by the seller to be without calf.

7. Any AI service certificates are the responsibility of the buyer and will be obtained at the buyer's expense unless stated otherwise.
8. All private treaty sale animals will be made current on vaccinations according to the seller's protocol. The seller is responsible for releasing all health and vaccination information on each sale animal (s).
9. All eligible animal (s) registration certificate (s) will be transferred at the sellers responsibility at a minimum of 45 days after the payment transaction has been made.

Transportation

1. Transportation is offered free to adjacent states with the purchase of any animal (s) of \$4,000 or more. All transportation must be arranged by the date listed on sale advertisement or other agreed upon terms. If the buyer wishes to pick up their purchases \$100 will be deducted from the sale bill.
2. All risk of loss (due to disease, injury or death) passes to the buyer following the sale agreement. Until the transport of any sale animal the seller is responsible for adequate animal care.

Terms for Return

1. With exception of certain transportation expenses, a seller will never be liable for a reimbursement amount greater than the original agreed upon purchase price.
2. If the animal is claimed to be a non-breeder and the animal in question remains in good health and nutritional standing with a minimal body condition score of 5 and is in compliance with the seller's state entry requirements, the animal may be returned for reimbursement and or quality breeding tests of 180 days duration. The animal in question must also undergo a health inspection performed by a licensed veterinarian. If the animal is deemed to be of no breeding value after the 180-day test and veterinarian health exam, the buyer can: 1. Request financial reimbursement. 2. Keep a credit with the seller for future animal purchases. 3. Take reimbursement in the form of a replacement animal of equal value.
3. Any animal sold to the buyer as "safe in calf" and does not birth a calf and is vet checked "open" after the sale is in compliance for a 1. Equal financial sale reimbursement. 2. Selected replacement animal of the status of bred or with calf at side of equal value. 3. Credit for future sales with the buyer.

Additional Sale Terms and Agreement upon Individual Basis (s)

Name of Seller (Printed) _____

Seller Signature _____

Name of Buyer (Printed) _____

Buyer Signature _____ Date _____