JUMPING FROG FARM, LLC

www.jumpingfrogfarm.com

SALES / PURCHASE AGREEMENT

At Jumping Frog Farm, LLC, we strive for complete satisfaction with every goat sale or kid reservation. Our goal is to produce healthy high quality goats for happy customers. This is a standard sales agreement for a goat purchase. Please review the agreement in its entirety before purchasing a goat. By purchasing a goat from our farm, you understand and agree to the terms, conditions and policies of this agreement.

NOTE: We will email purchase details outlining the goat, purchase price, fees and pick-up date.

THIS AGREEMENT is between BUYER (as identified via email) and SELLER (Jumping Frog Farm, LLC).

- 1. ANIMAL(S): Details will be emailed to Buyer.
- 2. <u>PURCHASE PRICE</u>: Seller and Buyer agree to the goat purchase price and total price (which includes the goat purchase price and any applicable fees). Details will be emailed to Buyer. Purchase price is the price for the goat only. It **does not include** transfer fees (as required by goat associations), health certificate (if applicable), transportation costs (if applicable), and boarding fees (if applicable), and any other applicable fees.
- 3. <u>PICKUP DETAILS</u>: Once a deposit has been placed on an animal, it **must be picked up within 24 hours**, unless another agreed pick-up date has been confirmed in writing. If the Buyer does not pick up the goat within 24 hours or at another agreed upon date, the goat shall be made available to other customers. If Buyer does not pick up the goat at the agreed upon date, or cancels the order, they will be charged daily boarding fee of \$7.00 per day from the time a deposit is made to the new pick-up date or cancel date.
- 4. <u>DEPOSIT</u>: It is a first-come, first-serve to reserve an animal. An animal will not be reserved without a deposit. A deposit to reserve a goat will be Fifty Percent (50%) of the purchase price. **Deposits are non-refundable**. The remaining balance will be due within two (2) weeks of weaning or at the pickup date agreed upon by both parties. An email will secure the reservation of the animal chosen, and acts as implied consent of the Buyer to comply with the terms of this Agreement. If the deposit is to be mailed, Buyer shall inform Seller when it is sent. Deposits on an animal is refundable if the animal suffers a permanent injury or has died before pickup date. Deposits cannot be switched from one animal to another.
- 5. PAYMENT: Payment must be in "guaranteed funds" (cash, money order, PayPal, etc.). If Buyer uses a personal check, the animal will remain with Seller until the check clears. An animal is not reserved until Fifty Percent (50%) of the purchase price deposit is paid for, and is not bought until paid in full. If Buyer uses PayPal, the Buyer shall contact Seller before submitting payment on PayPal to confirm. If the animal has not been paid in full before the pickup date, then the remaining balance is due at time of pickup (cash only).
- 6. <u>REFUNDS</u>: The Seller reserves the right to retain any animal from any pairing at any time for any reason. If an animal from a pairing becomes unavailable in this manner, all monies will be refunded

to the Buyer or Buyer may reserve/purchase another animal with said monies. The Seller reserves the right to refuse a sale to anyone for any reason. One a goat leaves our farm; no refunds will be provided and there will be no refunds on canceled orders.

- 7. <u>ALL SALES ARE FINAL</u>: All animals will be healthy upon leaving the Seller's farm to the best of its knowledge. Seller cannot be responsible for an animal once it leaves its farm. If Buyer chooses to have the animal inspected by a licensed vet prior to pickup they will be responsible for any expenses associated with such examination. If the Seller or a licensed vet deems the animal unhealthy on or before the pickup date, the Seller shall issue a refund or replacement animal to Buyer. **Once a goat leaves our farm, it cannot be returned**.
- 8. <u>NO GUARANTEES</u>: Size, production, future health, show quality and looks cannot and will not be guaranteed. The Seller does its best to match good genetics at Jumping Frog Farm, LLC, but due to the unpredictability of nature, sometimes the outcome does not match the Seller's intentions.
- 9. HEALTH: Although we try to help answer questions to new owners, it is recommended that new owners educate themselves about raising and caring for goats before purchasing one. All goats are guaranteed healthy at the time of the sale when they leave our farm. Since we cannot control any stress that may occur as a result of leaving our farm and going to a new environment or the care and proper feeding and management, we cannot offer further guarantees. Stress is very common in goats of all ages when moved from one place to another. And illnesses and in rare cases death can occur if the animal is not property handling or treated. We will not be responsible for stress of any kind after the animal leaves our farm. Seller is in no way responsible for any vet bills made after the goat(s) leaves the care of our farm.

On our farm, goats are raised naturally by their mothers unless circumstances require us to bottle raise a goat. We provide coccidia prevention for any goats under 9 months old. Nigerian dwarfs will be disbudded before leaving our farm, unless Buyer specifically requests the kid not be disbudded. If a goat leaves our farm before weaning, the new owner agrees to bottle feed the goat with whole cow milk from the grocery store until they are 8 weeks old. They also agree to provide mineral blocks/loose minerals, goat pellets, fresh hay and/or natural forage on a daily basis. They agree to provide the necessary vet care, vaccinations at the appropriate age and necessary treatments and deworming based upon need.

Since goats are instinctively herd animals, **they require a "buddy"** in order to be happy and healthy. We will not sell one goat by itself unless the Buyer already has goats (or another appropriate herd mate) at the home it is going to.

10. <u>REGISTRATION / DNA</u>: The Seller agrees to register the animal with one applicable association (IKGA, NKR, AKGA or ADGA) if the goat is sold as a breeding animal. No "pets" will be registered. Some animals may qualify for dual registration. If Buyer desires dual registration, they will be responsible for additional registrations. The Seller agrees to have the animal DNA tested for parentage verification (Kiko goats only). NOTE: If the animal is not already registered and DNA tested at the time of purchase, Seller agrees to complete and send in registration papers and the DNA request form to the applicable association within two (2) weeks of purchase date. The Buyer understands that based upon association policies and procedures, the association is responsible for mailing the registration papers with official seal and DNA information directly to the Buyer. The Buyer also understands that once the registration application and DNA form is sent into an

association, the Seller has no control over the timeframe of when said documentation shall be mailed to the Buyer. NOTE: This clause does not apply to "commercial" or "pet" animals that will not be registered or DNA tested.

11. <u>SHIPPING</u>: The Seller provides ground transport service (additional charges apply) within two (2) hours of Cedartown, Georgia. If an animal is to be shipped, Buyer is responsible for all shipping costs and arrangements (including but not limited to health certificates, transport crate, etc.) as per shipping rules and regulations. The preference is for all animals to be picked up for ground transport at its location in Cedartown, Georgia.