

## Contract for Purchase of A Non-Breeding Male Alpaca

**Date:** \_\_\_\_\_

***Parties:***

**“Sellers”:**

**“Buyers”:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

**Identity of Alpaca:**

\_\_\_\_\_  
Alpaca's Name

\_\_\_\_\_  
DOB

\_\_\_\_\_  
ARI Registration Number

***Agreements:***

1. **Property.** Buyers agree to purchase the non-breeding male alpaca identified in this contract.
2. **Price.** The purchase price is \$ \_\_\_\_\_ .00. A down payment of \$ \_\_\_\_\_ .00 is paid this date.
3. **Payment.** The purchase price of the alpaca identified in this contract is \$ \_\_\_\_\_ .00. A down payment of \$ \_\_\_\_\_ .00 has been paid. The balance owed is \$ \_\_\_\_\_ .00. Sellers agree to finance the balance for \_\_\_\_\_ years ( \_\_\_\_\_ monthly payments). Payments are to be made on the \_\_\_\_\_ of each month beginning \_\_\_\_\_ in the amount indicated by the attached payment schedule which is merged into, and made a part of, this contract.
4. **Delivery.** Sellers agree that Buyers may take possession of the alpaca identified in this contract in the \_\_\_\_\_ at the Seller's discretion. It is understood that until 100% of the purchase price is paid, the alpaca identified in this contract still belongs to the Sellers and the title remains in their name.
5. **Passage of Title and Possession.** Upon payment in full, delivery to Buyers by Sellers of the ARI Registration Certificate, properly executed to effectuate transfer of ownership to Buyers in accordance with the rules and regulations of the ARI, and the delivery of possession of the animal to Buyers, then title shall pass to Buyers. Delivery will take place at buyer's discretion (location). An

AOBA Permission to Show Certificate will be granted for showing purposes at the Buyers' request.

6. **Risk of Loss.** Risk of loss shall pass to Buyer upon entering into this contract for purchase. It is the buyer's responsibility to obtain insurance to protect against possible loss until payment is received in full.
7. **Boarding.** The Buyer agrees to pay all veterinarian and other medical expenses (with the exclusion of routine worming vaccinations and non-veterinary care) for the alpaca identified in this contract while the alpaca remains with the Seller. Beginning \_\_\_\_\_, and until delivery, buyer agrees to pay \$ \_\_\_\_\_.00 per day board, payable monthly on the 1<sup>st</sup> of the month.
8. **Warranty of Title.** Sellers warrant that their title to the animal is free and clear of any liens, encumbrances, security interests, or other impediments to clear title of any kind. Sellers transfer to Buyers free and clear title and agree to indemnify and hold Buyers harmless from any claim of third parties to right of possession, encumbrance, lien, security interest or title to the animal.
9. **Waiver of Implied Warranties.** *The implied warranties of merchantability and suitability of a particular purpose are waived. There are no warranties which extend beyond description on the face of this contract. In lieu of any implied warranties, the marketing services sell with the written, express warranty, and specific rights and remedies of this contract, and no others.*
10. **Sellers's Express Warranties.** Sellers warrant the male as a non-breeder. Sellers warrant that the animal's complete medical history is set forth in the attached copy of his medical records, as maintained by Sellers in the ordinary course of its business. Sellers are not aware of any current adverse medical condition in the animal. Sellers warrant that the alpaca's genealogy is as set forth on his ARI Registration Certificate, a copy which is attached. The alpaca's medical records in its ARI Registration Certificate are merged into, and made a part of, this contract.
11. **No Other Warranties.** No other warranties are made. All descriptions and representations about the marketing services are merged into this document. The buyers has no right to rely on any statement, description, or representation concerning the services except as set forth in this document.
12. **Buyers' Duty To Follow Proper And Accepted Practices Of Care And Management.** In order to obtain the benefit of the express warranties made part of this contract, the Buyers agree to take measures to assure the proper and generally-accepted methods of care and management of the animal, failing which the warranty will be voided and Buyers may not exercise the remedies offered by this contract.
  - Proper care means:
    - A. The Buyers will consult with the sellers concerning all aspects of the care and management of the animal;
    - B. The Buyers shall utilize, and follow the recommendations of, a competent veterinarian, experienced with alpacas (or the best alternative veterinary care available in their vicinity) for all care and management of the animal;

- C. The Buyers shall follow sound nutritional practices in the care and management of the animal.
- D. The Buyers shall utilize appropriate heat stress methods, including full body shearing.

**13. Buyers' Option For Independent Prepurchase Examination.** Prior to purchase, the Buyers have been offered the option by Sellers to undertake a full veterinary examination of the animals, use a veterinarian of Buyers' choosing, at Buyers' expense. If this option is desired, it shall be undertaken before Buyers obtain possession and within seven days of the purchase date. If the examination detects any adverse medical condition, the Buyers shall so notify the Sellers before delivery of possession and within three days of the examination. Within that time only, Buyers shall have the option to rescind this contract and obtain a full refund.

By virtue of the benefit of this provision for an independent medical examination, Buyers forego any claim that the animal is defective, or fails to conform to the contractual terms, because of adverse health conditions of any kind.

- 14. Nonassignment.** The warranties and remedies under this contract are nonassignable and inure only for the personal benefit Buyers. The warranties and the remedies shall be void and lapse in the event of any sale or transfer of any interest (including transfer part-ownership) in the animal.
- 15. Entire agreement.** This is the entire agreement between the parties. All previous discussions and negotiations have been merged into this written contract.
- 16. Jurisdictions and venue.** If any dispute arises between the parties, venue and jurisdiction shall lie within the state judicial district where Sellers reside. In addition to legal relief, a court is hereby authorized to grant injunctive, declaratory or other appropriate equitable relief to enforce both the grant and the limitation of warranties and remedies as set forth by this contract.
- 17. Attorney's Fees.** In any legal to proceeding arising out of this contract, the prevailing party shall be entitled to their reasonable attorney's fees and costs of suit, in addition to any other relief granted by the Court.
- 18. Limitation of Damages.** In no event shall damages be awarded in any legal proceeding for the Buyers' incidental or consequential damages of any kind, including, but not limited to, lost profits, lost stud service income, or lost production.
- 19. Requirement of Timely, Written Notice of Claim.** No legal proceedings shall be instituted arising out of this contract unless written notice is delivered by Buyers to Sellers within 36 months of the date of this agreement, which notice shall specify the grounds upon which Buyers assert their claim, and give Sellers reasonable opportunity to respond and offer to cure the alleged breach, if appropriate.

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Sellers

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Buyers

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Sellers

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Buyers