

Contract for Purchase of An Unproven 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 unproven stud 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 1st 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. The animal is sold "as is." In lieu of any implied warranties, the animal sells with the written, express warranty, and specific rights and remedies of this contract, and no others.*
10. **Seller's Express Warranties.** Sellers warrant the male as a breeder, capable of reproduction, possessing normal reproductive anatomy. Sellers warrant that the animal's complete medical history is set forth in the attached copy of his medical and reproductive 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 and reproductive 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 animal are merged into this document. The Buyer has no right to rely on any statement, description, or representation concerning the animal except as set forth in this document.
12. **Exclusive remedies If The Buyers Claim The Alpaca Is Infertile.** In the event that the Buyer is unable to confirm pregnancy from stud service provided by the male by the time he is four years of age, and if they desire a refund or replacement as specified in this contract, Sellers shall have a three month trial period during which Sellers shall have the exclusive control, care and management of the animal and shall attempt to obtain a confirmed pregnancy from stud service provided by the male.

Buyers shall pay all expenses of transportation to Seller's ranch for the trial period and tender the animal at Seller's ranch, along with a veterinarian's certificate that the animal is in sound condition of limb and body, and free of all infectious and contagious disease. If Buyers are unable to provide such certification, then the warranty and remedy provided by this contract shall be void.

Buyers shall maintain complete records of the veterinary care and breeding efforts with the animal and provide same to Seller at commencement of the trial period.

If during such trial period the Sellers obtain a confirmed pregnancy from stud service provided by the male, then the Buyer shall pay to Sellers the costs of all boarding, veterinary care, and all other out-of-pocket expenses incurred in the successful trial, or for his care. If the trial is unsuccessful, the seller shall be responsible for all boarding, veterinary care and expenses incurred during the trial.

The boarding fee shall be \$2.00 per day. The Sellers shall have a lien under state property law upon the animal to secure payment of these expenses and shall be entitled to retain possession of the animal until the lien is discharged by payment of all costs or charges due and owing.

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

14. **Buyers Exclusive Remedy At Conclusion Of Sellers' Trial Period.** If the Sellers cannot obtain a confirmed pregnancy for stud service provided by the male during the three month trial, then the Buyer's sole remedy shall be either:

- A. A replacement of the animal with another male of like kind and quality from sellers' herd, subject to the Buyer's approval of the replacement, such approval not to be unreasonably withheld. Buyers acknowledge and accept that there may be a six- to twelve-month delay before Sellers may be able to offer a suitable replacement;

Or a Seller's option:

- B. A refund of the purchase price, providing further that Buyers must convey the animal back to Sellers, free and clear of any liens or encumbrances, and execute a release of all claims arising out of this contract.

15. **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.

16. **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.
17. **Entire agreement.** This is the entire agreement between the parties. All previous discussions and negotiations have been merged into this written contract.
18. **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.
19. **Attorney's Fees.** In any legal 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.
20. **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.
21. **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.

Seller

Buyer

Seller

Buyer