

Thistle Hill Plantation

21505 Hwy 00
Eolia, MO 63344



Date _____

This Livestock Purchase Agreement ("Agreement") is between _____ (hereinafter referred to as "Buyer") and Thistle Hill Plantation (hereinafter referred to as THP) selling livestock through THP website at <http://www.thistlehillplantation.com> (the "Website"), via phone, fax or in person.

Buyer and THP. agree as follows:

1. Purchase of Livestock.

Buyer will agree to purchase livestock as listed below from Thistle Hill Plantation., subject to the provisions set forth below and THP Standard Terms and Conditions and Limited Warranty (the "Standard Terms"), if any, in effect at the time of purchase. The Standard Terms are listed here and shall be made available to Buyer upon request. Buyer's deposit constitutes an irrevocable offer to purchase livestock, and if accepted, cannot be revoked, this includes vet fees and deposit.

2. Buyer's Information.

Buyer has provided registration information to THP to qualify as a buyer of livestock. Buyer represents and warrants that the information provided therein is true and correct and shall promptly inform THP of any changes in the information provided.

3. Sale Agreement.

Upon Buyer's purchase of livestock, THP shall promptly send, via facsimile transmission or other means mutually agreed between Buyer and THP, an Agreement of such purchase including the date of purchase, the purchase price and other specifications (the "Sale Agreement"). The Sale Agreement shall be signed and returned by Buyer. Livestock must be picked up by _____ .

4. Payment of Purchase Price & Livestock Health.

Upon receipt of a Sale Agreement, Buyer shall promptly pay to THP a non-refundable deposit of \$ _____ (50% of total purchase price) as a partial payment. No livestock will be held for the Buyer until signed purchase agreement AND the deposit is received by THP. Buyer shall pay the balance of the Total Dollars to THP before the time of pickup by cash, or bank check. If personal or business check is used payment must be received at least 2 weeks prior to the shipment date of the livestock.

5. "Total Dollars"

Means the total sales amount. In addition to amounts set forth above, Buyer shall pay for all health tests or documentation requested by Buyer or required by the state where the buyer is located prior to pickup of the livestock.

Phone: 573-485-4156

Bruce@thistlehillplantation.com

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6. Livestock

Listed as "bred" will be pregnancy tested at the Buyers request and expense. Livestock tested and found to be bred are guaranteed bred only as of the day of the test by the veterinarian. THP assumes no responsibility for the viability of the pregnancy beyond the test date. Abortion, miscarriage, birth defects or problems of the pregnancy are the responsibility of the Buyer.

7. Health

THP does not knowingly sell any sick or infirm livestock without disclosure of such to the Buyer. The Buyer may at his/her expense have the livestock vet checked before shipment of the livestock. Due to the stress of transportation and adjustment to new living conditions, or differences in feed and water, THP takes no responsibility for the health of the livestock after it is loaded onto or into the transport vehicle.

8. Delivery: Acceptance.

Delivery is via Buyer contracted Buyer's trucks. All losses resulting prior to loading shall be the seller's liability, after which liability shall be transferred to Buyer. It is the Buyer's responsibility to check all livestock before said livestock is picked up at THP, and failure to do so shall constitute irrevocable acceptance of the livestock and bind him/her to pay the contract price for the livestock. Under no circumstances will livestock be allowed to return to THP farm after being loaded for transport.

9. Security Agreement.

As all livestock is paid in full before leaving THP, there is no need for additional collateral or any lean or hold onto the livestock. There will be a \$30.00 charge for any returned check. As noted above any unguaranteed funds (personal or business check) must be received at least 2 weeks before the livestock will be released for shipment.

10. Miscellaneous.

The laws of the state of Missouri shall govern the interpretation and enforcement of this Agreement. Any notices provided for herein shall be given in writing and transmitted by FAX, email, or similar communication or by certified or registered mail addressed to the respective parties at the addresses set forth below. The address of either party may be changed by written notice to the other party. **THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT AND THE STANDARD TERMS.** This Agreement shall be binding upon and inure to benefit the successors and assigns of the parties.

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

Type Livestock	M/F	Name	I.D. Number	Comments	Price

TOTAL PRICE _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

By: _____ Thistle Hill Plantation
 Name: _____ Name: _____
 Title: _____ Title: Owner
 Address: _____
 City, State, Zip _____
 Phone number _____
 Email Address _____

Phone: 573-485-4156

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