

## VALLEY STABLES and EXOTICS CONTRACT

John and Teresa Babb dba/ "Valley Stables & Exotics" located at 4421 Copper Creek Road,

Berea, Ky. Phone: (859)-925-2242, forthwith known as "SELLER" does hereby agree to sell the following animal(s) named: \_\_\_\_\_ with the corresponding Registration

#(s) \_\_\_\_\_ (if applicable: ie. Does not apply to servals or wallabies) to "name, address and phone number of buyer" forthwith known as "BUYER" does hereby agree to buy aforementioned described animal(s) for full consideration of \$ \_\_\_\_\_ dollars under the following terms and conditions.

1. Buyer shall present Seller with a non-refundable deposit of \$1,500.00 for Servals, donkeys, wallabies, and 50% for goats or horses to be applied to the total purchase price upon the signing of this legally binding contractual sales agreement. The balance is then due to Seller from Buyer prior to transportation from Seller's property and final transfer of ownership to Buyer with all registration (if applicable) documents in good order presented to Buyer from Seller.

2. Upon final transfer of ownership Seller shall present Buyer with a health certificate for the animal(s) from a licensed veterinarian of Seller's choice.

3. All transportation costs including any microchip or special veterinarian tests for specific diseases required by the state Buyer resides shall be the responsibility of Buyer to pay those expenses. Transportation within the continental U.S. is included in the full purchase price for the serval cats.

4. During the time sold animal(s) remain on Seller's property prior to transportation and final change of ownership to Buyer. The Buyer is responsible for all liability for these animals. A Buyer may choose to purchase livestock insurance on the animal (s) they have purchased. Seller agrees to practice good and customary husbandry practices while sold animals are in their possession; however, Buyer upon placing a deposit and/or signing this contract does assume full liability for animals purchased. Should the need arise Seller retains the absolute discretion to engage the services of a veterinarian to care for Buyer's animal(s) at the Buyer's expense. Buyer will be notified by Seller of such a situation if time permits.

6. Seller warrants that animal(s) sold within this contract to the best of Seller's knowledge are in good health and free of injury at the time of this sale.

Serval Cats: Prices include our bottle fed & hand raised kitten as well as a Vet. Health Certificate (breeders of live animals can not guarantee a life span; however, a buyer has 48 hours after they take possession of their Serval to take the kitten to a veterinarian of their choice so at that POINT IN TIME; Valley Stables and Exotics, our vet., the buyer, and the buyer's vet. ALL AGREE this is a healthy kitten.) If Seller (Valley Stables and Exotics) has not been notified of a health concern by a licensed veterinarian representing Buyer within the 48 hour window after Buyer takes possession of their serval then all sales become final at that point in time. Valley Stables and Exotics simply can not be held responsible in any way shape or form for an animal not in our possession, nor within our care, and certainly not within our control. Buyer therefore agrees that after aforementioned 48 hour period Valley Stables and Exotics has no legal or moral responsibility for, nor can be held culpable for, Buyer's animal in any way shape or form and does hereby agree to this stipulation within this legally binding contractual sales agreement.

7. Transportation is the sole responsibility of the Buyer however at many times the Seller will be able to transport the animals sold within this contract at a current fair market fee. The decision as to transportation is solely up to Buyer. Serval cat transportation cost is included within the purchase price.

8. By sending a deposit a Buyer does both implicitly and expressly hereby agree to all the terms and conditions of this contract.

9. The date for change of ownership shall be: \_\_\_\_\_

10. The sole purpose of Valley Exotics taking deposits, especially with the Serval cats being time sensitive as in that age is tied to their value decreasing as they become older, is to guarantee Valley Exotics and John K. Babb that when an animal is ready to be weaned or becomes available in the case of the Serval cats there is a buyer ready to take possession of the cat and pay the balance of the full purchase price due above that of the deposit already received by Valley Exotics from a Buyer at that time. This is to protect Valley Exotics and John K. Babb from incurring damages due to having to find another buyer, taking less for the animal, or perhaps losing a sell completely due to the Buyer not taking possession when the animal is ready to wean or when a Serval cat is at the proper age of eight weeks. Thus, when a Buyer places a deposit he/she must be prepared to take the animal or Serval kitten when it is offered/tendered, pay the balance on the animal in full at that time, OR forfeit their deposit in full and be removed from the Serval waiting list. This is the sole purpose of taking deposits; to ensure the sell of

an animal which influences breeding by Valley Exotics keeping us from producing more animals or Servals than can be expected to sell. In short, when a "Buyer" sends a deposit they must be prepared to pay the balance due for the animal in full when the animal they have placed a deposit for is weaned and ready to go or in the case of a Serval cat when one becomes available in correspondence with the Buyer's position on the waiting list at any time after placing the deposit for the animal or BUYER hereby agrees to forfeit their deposit in full and be removed from VALLEY EXOTICS' waiting list in the case the BUYER refuses said animal or Serval cat for any reason which includes simply not having the funds to pay the balance due at that time when it is presented/tendered to the BUYER from SELLER (VALLEY EXOTICS).

Simply stated, if a BUYER places a deposit with SELLER (VALLEY EXOTICS/ JOHN K. BABB) on any animal including the Serval cats then refuses to take into their possession said animal and pay the balance in full at the time agreed upon between both BUYER and SELLER, either at weaning, a previously scheduled agreed upon time, or when a Serval cat is available for BUYER that corresponds with their position on the waiting list BUYER does hereby agree to forfeiture of their deposit in full as well as waiving any claim to that animal or any future animal for which the original deposit was made. Please, do not make a deposit unless you are certain of your commitment to take the animal and financially capable to pay for the animal in full at the agreed upon time or in the case of the Serval cats when one becomes available for you. If you refuse an animal you have placed a deposit on when it is time to take said animal for whatever reason including simply not having the funds to pay off your commitment to Valley Exotics in full you will lose your deposit as well as any claim to that animal or any future animal. BUYER hereby agrees to this clause within this legally binding sales contract.

Both BUYER and SELLER do hereby fully understand and agree to all the aforementioned terms and conditions of this document as well as understand this is a legally binding sales contract. Any unforeseen evaluation or enforcement of this contract shall be under the jurisdiction of the laws and courts of the Commonwealth of Kentucky. With this understanding and agreement, both parties do hereto attach their names.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_