

**M&B FARVIEW FARMS
MARY & BART HILL
229 FAR VIEW ROAD
HAMBURG, PA. 19526
PHONE 610-562-4912
FAX 610-562-0658**

Date: _____

This Livestock Purchase Agreement ("Agreement") is between _____ (hereinafter referred to as "Buyer) and M&B Farview Farms Inc., (hereinafter referred to as M&B) as an agent for the seller(s) selling livestock through M&B website at <http://www.mbfarviewfarm.com> (the "Website"), via phone, fax or in person.

Buyer and M&B Farview Farms Inc. agree as follows:

1. **Purchase of Livestock.** Buyer will agree to purchase livestock as listed below from M&B Farview Farms Inc., subject to the provisions set forth below and M&B 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 M&B to qualify as a buyer of livestock. Buyer represents and warrants that the information provided therein is true and correct and shall promptly inform M&B of any changes in the information provided.
3. **Sale Agreement.** Upon Buyer's purchase of livestock, M&B shall promptly send, via facsimile transmission or other means mutually agreed between Buyer and M&B, 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 within 2 weeks of purchase or buyer will pay \$3 per day boarding fee starting on Day 15 unless prior arrangements have been made and must be noted on this agreement.
4. **Payment of Purchase Price & Livestock Health.**
 1. Upon receipt of a Sale Agreement, Buyer shall promptly pay to M&B 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 M&B. Buyer shall pay the balance of the Total Dollars to M&B 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. If there are multiple shipments, payment must be received for any livestock to be shipped before that individual shipment will be loaded for shipment. If there was special quantity discounting given on a multiple shipment order the discount will be deducted from the last livestock to ship, all shipments before the last will be priced at the single livestock purchase price.
 2. **"Total Dollars"** means the total sales amount.
 3. 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.
 4. Livestock listed as "bred" will be pregnancy tested at the Buyers request and expense. Livestock tested and found to be bred are guaranteed bread only as of the day of the test by the veterinarian. M&B 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.
 5. M&B 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, M&B takes no responsibility for the health of the livestock after it is loaded onto or into the transport vehicle.
5. **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 M&B, 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 M&B farm after being loaded for transport.
6. **Security Agreement.** As all livestock is paid in full before leaving M&B, 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.
7. **Miscellaneous.** The laws of the state of Pennsylvania 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. This Agreement shall not be assigned without the prior written consent of the

City, State, Zip _____

Phone number _____