

SALES AGREEMENT AND DEPOSIT RECEIPT

Parties to the agreement:

SELLER Andrea Wieboldt
 P. O. Box 4
 Thrall, TX 76578

BUYER _____

Identification of Bird being sold by SELLER and purchased by BUYER is as follows:

Species: _____ Hatch date of _____

The SELLER agrees to provide the BUYER with the above mentioned bird for the price of \$_____ (plus shipping) on the date of _____. If shipping is required, all shipping expenses are to be paid by the BUYER prior to or at the time of weaning and final payment for the bird.

SELLER warrants that at the time of delivery the bird listed above will be in good health. BUYER is encouraged to have the bird examined by an avian vet within seventy-two (72) hours from the time of delivery to verify the health of the bird. If during the 72 hour period, the bird is found to have a condition which affects its health or well-being as determined by an avian vet, and upon verification of this condition to SELLER and return of the bird to SELLER, SELLER agrees, at her sole discretion, to either refund the entire purchase price, (including deposit monies received), or to supply BUYER with another bird of the same species, sex, and age. The laws of the state of Texas shall govern any dispute, and exclusive jurisdiction for resolution shall be in Williamson County, Texas.

Total cost of Bird	\$ _____
Expected cost of shipping	\$ _____
Subtotal	\$ _____ (based on expected shipping costs)
Deposit	\$ _____
BALANCE	\$ _____ (due IN FULL before agreed shipping date)

SELLER agrees to reserve this banded baby bird for BUYER in exchange for required deposit amount. In the event this bird dies prior to final sale, SELLER agrees to refund full price to BUYER *within three days*. BUYER agrees to forfeit deposit in the event BUYER decides to cancel sale for any reason other than diminished health or death of this banded bird. Once a baby bird is completely weaned, we will make arrangements to ship/deliver the bird to the buyer as soon as is possible. Payment in full of the balance on a baby is due within seven (7) days of notification to the buyer that the bird is weaned and ready to go. If undue delays occur that are not the fault/under the control of SELLER (other than temporary weather conditions) or if the buyer requests that we keep a baby here past weaning, a charge of \$5.00 per bird per day boarding charge will be assessed until shipment occurs. If payment of balance and arrangements for shipping/delivery have not been made by the BUYER within fourteen (14) days of notification of weaning, SELLER reserves the right to declare that BUYER has cancelled the order.

Buyer Acknowledgment: I have read and understand the above Purchase Agreement. I take full responsibility for the proper care and feeding of the bird(s). I agree that there are no other warranties, guarantees or liability, expressed or implied on the part of Andrea Wieboldt. I also understand and agree that any and all veterinary or other expenses are mine.

BUYER Signature _____ Date _____ SELLER Signature _____ Date _____