



(330) 414-6906

**The Birds and The Bees
Kuczkowski Hobby Farm**

TheBirdsAndBeesFarm.com

BABYDOLL SOUTHDOWN SHEEP RESERVATION FORM & CONTRACT

I, _____ (Buyer) agree to purchase the following Babydoll Southdown Sheep or Lamb(s) from: **The Birds and the Bees Kuczkowski Hobby Farm, Diane Kuczkowski (Seller), 2586 Wright Road, Akron, Ohio 44320:**

Enter the ID number/name if the sheep is posted online and you want the sheep held in your name until pick-up, or if reserving a lamb until weaning time. If reserving a lamb prior to birth, enter the total number of lambs and color you wish to reserve.

Registered ram lamb(s) _____

Registered ewe lamb(s) _____

Sire/Dam preference on lambs reserved before birth: _____

Sheep other than lambs: Sheep name or tag # _____ Price: _____

If reserving prior to lambing, this contract is subject to availability. A reservation request is not a guarantee of a particular lamb, unless a specific animal has already been identified and agreed upon. The Seller reserves the right to decline or refuse any sale or transfer at the Seller's discretion. A reservation or deposit does not guarantee a sale. If declined by the Seller, all payments will be refunded.

Initial here: _____

I agree to one of the following payment plans:

_____ My deposit of **\$100.00 per sheep reserved** is enclosed (payable to Diane Kuczkowski) or has been paid via PayPal or Venmo. If paying by PayPal, please add 4% of the total for processing fees. The remaining balance is due at or before pickup. **No checks will be accepted at pickup.** The deposit will be applied toward the purchase price. Total deposit paid for my reserved sheep/lamb(s): _____.

-OR-

_____ I prefer to pay in full at this time. The total amount enclosed for my reserved sheep/lamb(s) is _____ (payable to Diane Kuczkowski) or has been paid via PayPal or Venmo. If paying by PayPal, please add 4% of the total for processing fees.

If the Buyer decides not to purchase the reserved sheep or lamb(s) for any reason other than the exceptions listed below, all deposits and payments made will be forfeited.

1. In the event lambs are reserved before birth, and there are not enough lambs born that season to fill a lamb reservation to meet my sex, sire/dam, or color choice, my deposit on the lamb not filled in contract will be returned once lambing is complete.
2. In the event I reserve more than one lamb, the deposit on unfilled lambs can be applied to other lambs I am purchasing; or the deposit can continue to be held on the unfilled lamb, at my written request, for the following season's lambs.
3. If the reserved animal that is being held for me should become unavailable due to illness, injury, or death, I hold the seller harmless, and understand my deposit and payments will be returned to me within 30 days of notification, or deposit can be retained for the next available sheep/lamb.

Initial here: _____

PICKUP POLICY

All lambs are ready for pick up at **12 weeks of age**. Adult sheep must be picked up within **two weeks of the date of purchase**, unless otherwise agreed upon in writing. The Buyer will be provided with a pickup date and time. If the Buyer is unable to pick up the sheep/lamb on the scheduled date, the Buyer must contact the Seller to arrange another pickup date. A boarding fee of **\$2.00 per day, per sheep** will begin after the lamb reaches **14 weeks of age** if not picked up on time. All boarding fees must be paid in full before the sheep/lamb is released to the Buyer. If Buyer has not picked up sheep/lambs by the agreed date and time and has not made boarding arrangements, the Seller reserves the right to offer the animal for resale, and all deposits and payments will be forfeited.

All shipping costs, crates, tests, or paperwork required for shipping are not included in the price of the sheep, and are the responsibility of the Buyer. It is the responsibility of the Buyer to inform the Seller of any shipping preferences or inspections required by the Buyer or Buyer's state **at least 30 days prior to transport. Late notification may delay transport.**

The sheep and all fees incurred for shipment **MUST BE PAID IN FULL PRIOR TO SHIPPING**. A **\$200.00 delivery fee per shipment** will be added to the Buyer's price if the sheep are transported by air or if a ground transporter requires the sheep to be delivered to a drop-off location other than **The Birds and the Bees Kuczkowski Hobby Farm**.

HEALTH, CONDITION, AND RISK OF LOSS

I fully understand I can visit the farm to visually inspect sheep prior to purchase. The Seller represents that, to the best of the Seller's knowledge, each sheep/lamb will be healthy and sound at the time of pickup or transfer. The Buyer is encouraged to inspect the sheep/lamb prior to purchase or arrange for a representative to do so. Buyer's acceptance of the animal and removal from Seller's premises constitutes acceptance of the animal's condition as of the time of transfer.

Risk of loss, injury, illness, or death transfers to the Buyer when the sheep/lamb leaves the Seller's possession. The Buyer assumes responsibility for all veterinary care, treatment, transportation, and related expenses after the animal leaves the farm. The Seller is not responsible for injury, illness, death, or other problems occurring after the sheep/lamb leaves the farm, including those occurring during transportation.

The Buyer agrees to hold harmless and release the Seller from claims for injury, illness, death, veterinary expenses, or other loss occurring after the sheep/lamb leaves the Seller's possession, except as otherwise required by law.

The Seller makes no guarantee regarding future fertility, breeding success, conformation, show performance, offspring, genetic traits, or freedom from hereditary or congenital conditions.

Initial here: _____

When you purchase a lamb/sheep bred by The Birds and The Bees Kuczkowski Hobby Farm:

- Your lamb/sheep was raised on a premise enrolled in the Scrapie Free Certification Program (SFCP).
- Your lamb/sheep's ear will be tagged with a SFCP Scrapie Tag.
- Your lamb/sheep's tail will be docked to a length of 2 to 3 inches.
- Your lamb/sheep's hooves will be trimmed.
- Your lamb/sheep's first CD/T vaccination and booster will be administered.
- When you purchase a registered sheep/lamb bred by The Birds and the Bees Kuczkowski Hobby Farm, **one Certificate of Registration (CoR) will be provided through BSRA unless the Buyer specifies a different registry at the time of purchase.** The Buyer may request registration with additional registries, including BSSBA or NABSSAR, for an additional fee of **\$10.00 per registry**, or OEER (Olde English) for an additional fee of **\$15.00**. Registration certificates are not always available at the time of pickup. If the CoR is not available at pickup, a copy of the submitted registration application will be provided to the Buyer, and the original CoR will be mailed to the Buyer upon receipt from the registry. **Any registration transfer fees are the responsibility of the Buyer.**
- You will be encouraged to contact The Birds and the Bees Kuczkowski Hobby Farm with any questions or concerns you may have.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

NOTICES

Any required notice under this Agreement may be given by phone, text message, or email using the contact information provided by the Buyer.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Buyer and Seller and supersedes any prior discussions or agreements regarding the purchase. Any changes to this Agreement must be agreed to in writing by both parties.

Purchaser Signature: _____ Date: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (cell) _____ (home) _____

E-mail: _____

Seller Signature: _____ Date _____