

SALES AGREEMENT & DEPOSIT RECEIPT

1. As herein referenced, the parties to this agreement are identified as follows:

SELLER: Carina Moncrief

BUYER (name): _____

address: _____

telephone: _____

2. This sales agreement and deposit receipt is acknowledged and affirmed as being a complete description of the terms and conditions of sale concerning the following bird(s):
(bird, band#, hatch date, price)

1. _____
2. _____
3. _____

All other terms and conditions, either verbal or in writing, are void and superseded by this agreement.

3. DEPOSIT

A. SELLER hereby acknowledges receipt of \$_____ from BUYER towards the purchase price of said bird(s) on _____.

B. Balance owed in the amount of: \$_____ is due in full at the time of delivery or pick up.

C. Deposit is non-refundable unless otherwise stated herein.

4. DELIVERY / PICK-UP

A. SELLER will notify BUYER when bird(s) is ready for delivery/pick-up.

B. BUYER agrees that he/she is solely responsible for all costs associated with delivery, including air, cargo, and all other transportation charges incurred by SELLER.

C. If BUYER is unable to take delivery of the bird(s) within 7-days of notice, then SELLER, at his/her sole discretion, may either consider the BUYER's order canceled, and retain all deposit monies and sell the bird elsewhere or may renegotiate a delivery time with the BUYER for the bird.

D. If the BUYER does not pick-up or be available to have the bird(s) shipped to him/her within 7- days of being informed that the bird(s) is ready for delivery/pick-up, then a boarding charge of \$10.00 per day/per bird will be charged until the bird(s) is picked up or shipped.

E. In the event SELLER is unable or unwilling to deliver the bird(s) to BUYER for any reason, including the SELLER's own decision to keep the birds for him or herself, then SELLER agrees to refund all monies, including deposit monies, to BUYER. SELLER retains the right to refuse to sell a bird to any buyer.

5. HEALTH GUARANTEE

A. All birds purchased from our Aviary come with a 3-day period guarantee from the time of delivery as to the health status of said bird(s). Due to conditions that will be beyond SELLER's control, the bird(s) will not be guaranteed beyond this 3-day period.

B. BUYER is encouraged to have the bird(s) examined by a licensed avian veterinarian of his/her choice at BUYER's expense within seventy-two (72) hours from the time of delivery to verify the health of the bird(s) and to uphold the health guarantee as stated in this contract. If, during this 72-hour period the bird(s) are diagnosed with a pre-existing condition that is non treatable and seriously affects their health or well-being as determined by the examining avian veterinarian, then upon verification of this condition to SELLER and upon timely return of the bird(s) by BUYER, SELLER agrees to replace the bird or give a full refund on the purchase price of the bird.

C. Seller does not consider a mild growth of gram-negative bacteria to be abnormal post shipping, but recognizes this as normal and expected due to stress.

D. In the event that the purchased bird should die within the 72 hour period, buyer must immediately refrigerate (not freeze) the bird(s) body in a sealed plastic bag and deliver the body within 12-24 hours to a qualified lab or avian veterinarian for necropsy to determine the cause of death. Refund or replacement, if any, will be based on the cause of death. SELLER is not responsible for airfreight charges nor for veterinary charges after bird's delivery.

E. In the event that the buyer fails to have the bird referenced examined by an avian veterinarian within 72 hours of delivery, fails to notify seller immediately of changes in health within the 72 hour period or fails to submit the deceased bird's body for necropsy, then the buyer understands and agrees that the sale is one of "as is" condition. The original band must be intact and on the bird sold to buyer. Removal of the band revokes any expressed or implied guarantee.

6. All sales are final. No returns or refunds, except as stated above. While SELLER makes every effort to ensure said bird(s) is sweet, lovable and well socialized, there is no guarantee on personality, pet or breeding potential. BUYER is responsible for the training and behavior of said bird(s).
7. This Agreement has been read and understood by both parties hereto, and by executing the Agreement, the parties agree that all terms and conditions contained herein are acceptable and binding.

Date

Seller

Date

BUYER