

**Eskibilly Acres**  
**Mark & Katrina Krummel**  
**995 Hopewell Avenue**  
**Donnellson, IL 62019-3118**  
**Phone (217) 556-5076**

Date \_\_\_\_\_

This Livestock Purchase Agreement (“Agreement”) is between \_\_\_\_\_ (hereinafter referred to as “Buyer”), and Eskibilly Acres as an agent for the seller(s) selling livestock through Eskibilly Acres, Buyer and Eskibilly Acres agree as follows:

1. Purchase of Livestock. Buyer will agree to purchase livestock as listed below from Eskibilly Acres, subject to the provisions set forth below and Eskibilly Acres Standard Terms and Conditions and Limited Warranty (the “Standard Terms”), if any, in effect at the time of purchase. The Standard Terms are listed 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. Sales Agreement. Upon Buyer’s Purchase of livestock, Eskibilly Acres shall promptly send, via facsimile transmission or other means mutually agrees between Buyer and Eskibilly Acres, an Agreement of such purchase including the date of purchase, the purchase price, and other specifications (the “Sales Agreement”). The Sales 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.
3. Payment of Purchase Price & Livestock Health.
  - 3.1. Upon receipt of a Sales Agreement, Buyer shall promptly to Eskibilly Acres and non-refundable deposit of \$\_\_\_\_\_ (50% of the total purchase price) as partial payment. No livestock will be held for the Buyer until signed purchase agreement AND deposit is received by Eskibilly Acres. Buyer shall pay the balance of Total Dollars to Eskibilly Acres 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 payments, payments must be received for any livestock to be shipped before the individual livestock will be loaded for shipment. If there is any special quantity discount 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.
  - 3.2. “Total Dollars” means the total sales amount.
  - 3.3. In addition to the amounts set forth above, Buyer shall pay for all health tests or documentation requested by the Buyer or required by the state where the buyer is located prior to pick up of the livestock.
  - 3.4. Livestock listed as “bred” will be pregnancy tested at the buyers request and expense. Livestock tested and found to be bred are guaranteed only the day of the test by the veterinarian. Eskibilly Acres assumes no

responsibility for the viability of the pregnancy beyond the test date. Abortion, miscarriage, birth defects or problems of pregnancy are the responsibility of the Buyer.

3.5. Eskibilly Acres 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 veterinarian checked before the shipment of livestock. Due to the stress of transportation and adjustment to new living conditions, or differences in feed and water, Eskibilly Acres takes no responsibility for the health for the livestock after it is loaded onto, or into the transport vehicle.

4. Delivery; Acceptance. Delivery is via Buyer contracted Buyer's trucks. All losses resulting prior to loading shall be Eskibilly Acres liability; after which liability shall be transferred to the Buyer. It is the Buyers responsibility before said livestock is picked up at Eskibilly Acres, 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 the livestock be allowed to return to Eskibilly Acres after being loaded for transport.
5. Security Agreement. As all livestock is paid in full prior to leaving Eskibilly Acres there is no need for additional collateral or any lean or hold on the livestock. There will be a \$50.00 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.
6. Miscellaneous. The laws of the state of Illinois 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 for the below. The address of either party may be changed by written notice to the other party. **THERE ARE NO WARRANTIES EXPRESSED 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 other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The captions of paragraphs are for the convenience of the parties and shall not affect the meaning or interpretation of this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements of the parties involved. This agreement may be amended only by a written document signed on behalf of both parties. In the event that any suit or action is instituted to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees, including any incurred on appeal. Buyer acknowledges and accepts that all legal matters are subject to laws of Illinois and agrees to hold harmless Eskibilly Acres and resolve Eskibilly Acres from and negligence or actions of the shipper hired by the Buyer.

The following livestock is being purchased and is covered by this agreement:

Type of Livestock	M/F	Name	I.D Number	Comments	Price
TOTAL PRICE					

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Buyer: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, ZIP \_\_\_\_\_  
 Phone Number \_\_\_\_\_

Eskibilly Acres  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Owner