

AVIAN SALES AGREEMENT AND DEPOSIT RECEIPT

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

Name	Phone	Email
SELLER: Mary Dildine	(530) 844-2165	MissysBirds@yahoo.com
BUYER: _____	(____)____-_____	_____

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	Price	Band #
_____	\$ _____	_____
_____	\$ _____	_____

All other terms and conditions, either verbal or in writing, are void and superseded by this agreement.

3. SELLER hereby acknowledges receipt of \$ _____ via _____ on ___/___/____, from BUYER as a non-refundable deposit towards the purchase price of said bird(s) identified in paragraph #2.

a. Balance due before bird(s) are received: \$ _____ .00

b. SELLER hereby acknowledges receipt of \$ _____ from BUYER as the purchase price of said bird(s).

4. The birds identified at #2 shall be delivered to BUYER on the following date: (a minimum of 7 Days after weaning) _____. BUYER agrees that he/she is solely responsible for all costs associated with said delivery, including air, cargo and all other transportation charges associated therewith, if so incurred by SELLER. If BUYER is unable to take delivery of the bird at the time herein referenced, 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. An \$8.00/day boarding fee will be assessed for each bird not picked up by BUYER as scheduled.

5. SELLER warrants that, at the time of delivery, the birds herein referenced are in good health. BUYER is encouraged to have the birds examined by a veterinarian of his/her choice within seventy-two (72) hours from the time of delivery to verify the health of the birds. If, during this 72 hour period, the birds are found to have a condition which affects their health or well-being as determined by the examining veterinarian, then upon verification of this condition to SELLER and upon return of the birds by BUYER to SELLER, SELLER agrees, at his/her sole discretion, to either refund the entire purchase price to BUYER as herein referenced (including deposit monies received) or to supply

BUYER with other birds of the same species, sex (if known) and age, all costs of return and re-delivery transportation to be borne by SELLER. It is hereby understood that, prior to receipt of another bird under this paragraph, BUYER and SELLER shall execute a new Sales Agreement and Deposit Receipt referencing the new bird prior to its delivery to BUYER.

6. In the event BUYER fails to have the birds herein referenced examined by a veterinarian within seventy-two (72) hours after delivery, then BUYER understands and agrees that the sale is one of "as is" condition. BUYER understands and agrees that seventy-two (72) hours after delivery of the birds to BUYER, all warranties of health, fitness, merchantability and personality trait and pet potential, whether express or implied by law, are hereby expressly and voluntarily waived by BUYER. All risk as to the quality and/or performance of the birds referenced herein is with the BUYER and BUYER assumes all risk and cost of injury, death and treatment for the birds seventy-two (72) hours after delivery thereof.

7. In the event SELLER is unable or unwilling to deliver the birds to BUYER for any reason at the time so identified in #4, 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 within seventy-two (72) hours of SELLER's decision to not deliver the birds.

8. Regardless of the conditions and circumstances surrounding the negotiation of this Sales Agreement and Deposit Receipt, BUYER and SELLER agree that the interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, and any suit instituted by BUYER or SELLER to enforce any term, condition or clause of this Agreement shall be filed in the appropriate Court in the County of Sutter.

9. In the event that either party hereto must file suit, as referenced in paragraph #8, to enforce the terms of this Agreement, it is agreed that the prevailing party shall recover all costs, including attorney's fees, associated with said enforcement from the losing party.

10. 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.

Buyer acknowledgement of terms and conditions: (signed at time of deposit)

Dated: _____ Buyer _____

Final payment and delivery

Dated: _____ Seller _____

Dated: _____ Buyer _____