

*Agisted 4/11/07* **Get the Good stuff!** *John 10:11-18*



**Good Shepherd Farm Alpacas**  
1-304-836-5035 - 1-304-437-GSFA

[www.alpacanation.com/goodshepherd.asp](http://www.alpacanation.com/goodshepherd.asp) [www.gsfalpacas.com](http://www.gsfalpacas.com)

<i>Agisting &amp; Boarding</i>	<i>Breedings</i>	<i>Consignment</i>	<i>Consulting</i>
<i>Farm Drafting &amp; Design</i>	<i>Sales</i>	<i>Transport</i>	<i>Web Design</i>



***Contract for  
Boarding / Agisting / Consigning  
of an Alpaca(s)***



## SERVICES TO BE PROVIDED: All Inclusive Package

Agistor agrees to provide adequate feed and facilities for normal and reasonable and routine care required to maintain the health and well-being of the animal(s). "Normal and reasonable and routine care" means the same standard of care currently applied in the management of the alpacas owned by the Agistor. Agistor plans vacations throughout the year, and there is no guarantee that Agistor will be present for the birthing of any crias. Other arrangements may need to be made during that time, at Boarder's expense.

### Services included at no additional charge to Boarder:

- \* Individual Attention
- \* Feed & Hay
- \* Pasture
- \* Free choice Minerals
- \* Halter training
- \* Dr. Evans Fiber Enhancer
- \* Showing animal upon paid show entry, shared stall fees, travel expenses
- \* Nail trimming
- \* **Shearing**
- \* **Medical Savings Account (\$300 one time)**
- \* **Free Transport**
- \* **Unlimited Breedings to any Herdsire owned by Good Shepherd Farm Alpacas**
- \* Setting up Veterinarian appointments and assisting the Veterinarian
- \* Record Keeping - Records recorded by the Alpaca Ease software. Records and files of information pertaining to the contracted alpacas will be shared, without condition, between the Agistor and Boarder. This includes (but is not limited to) information about medical conditions and services, lineage, show records, professional organizations, routine service procedures, insurances, etc.
- \* Listing of Alpacas on AlpacaNation and [www.gsfallpacas.com](http://www.gsfallpacas.com)
- \* Alpaca description writing
- \* **ALPACAfax** data report
- \* 15% Discount on ALL GSFA services

### Services included with additional charge to Boarder:

- \* Boarder to pay all show entry fees.

## TERMS:

Agistor agrees to offer boarding and agistment services on behalf of the described alpacas and offer services and care, without condition, pursuant to the health and beneficial well-being of the animals. Boarder desires boarding and agistment services from the Agistor for the described alpacas and agrees to the financial and service obligations and responsibilities outlined and described. The Alpacas listed in this contract shall be considered "contracted" and under obligation pursuant to the terms and agreements contained in this document.

## BOARDER RESPONSIBILITIES

Please Note: Agistor recommends that the boarder have as much hands-on interaction as possible, as the alpacas get to know the boarders better and relate better, are calmer, and more trusting. It is requested that all boarders assist on shearing day.

Agistor requires that all alpacas arriving on the farm are in good health with no parasites, infections, diseases, or stress related issues. If an issue arises that needs attention, it is the agistor's discretion to have the boarder remove the alpaca(s) and treat as necessary prior to returning to the farm. All Alpacas boarding at Good Shepherd Farm must be tested negative for BVD prior to arrival. BVD (PCR or VI) negative test for all alpacas will be required for entry on to Good Shepherd Farm grounds. Boarder must have test results included on Veterinary Health Certificate. Boarder agrees to pay veterinary and lab fees for test and transportation fees.

Boarder agrees to name Agistor as registered agent with Alpaca Registry Inc within 30 days of this contract date. All transfers, registration, etc. will be discussed by both parties prior to change. Boarder must provide Agistor with a copy of alpaca registration before breeding of any male or female alpaca will occur.

Boarder is responsible to pay Agistor after \$300 Medical Savings Account expires for Veterinary services, medication, treatment, etc. due to injury, illness, infection, etc. inflicted upon Agistor's alpacas that originate from Boarder's alpacas.

It is required that any children or visitors of the boarders be fully aware of how to behave when around the animals. "Open a gate, Close a gate" No unattended children or visitors in the office / tack room or upstairs in the barn. Remain calm and quiet when around animals. No yelling or running. If any care or medication is administered during visit, please tell Agistor. Do not feed anything to alpacas unless approved by Agistor. Boarders are required to supply halters and leads for their alpacas. Agistor can supply halters at a cost of \$15 and leads at a cost of \$10. Boarders are welcome to visit at any time, as we have an open door policy. It is requested that you call ahead so Agistor is present.

**WAIVER OF LIABILITY:**

During the period the alpacas are in the care and custody of the Agistor, Agistor shall not be liable for any sickness, disease, stray, theft, death, or other injury which may be suffered by the alpacas or for any other cause of action arising out of the boarding contract.

**BOARDER TO INSURE OR SELF-INSURE:**

Boarder represents either that the alpaca(s) are insured with a "full-mortality" insurance policy or that the Boarder is acting as his own self-insurer, both as to mortality, and also to injury, damage or any event causing a loss of value of alpacas that may occur. Boarder further agrees to sole remedy, in the event of damage, loss, or any event causing a loss of value to male, dam, or cria at her side, shall be to make claim against any insurance policy that is acquired. If boarder fails to acquire such insurance, and hence act as his own self insurer, he shall be deemed to have waived any claim against Agistor both as to mortality, and also as to any injury, damage or any event causing loss of value of alpacas that may occur.

Agistor will abide with the alpacas Mortality insurance contract requirements and conditions.

Self Insured \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

Address \_\_\_\_\_

Policy Number \_\_\_\_\_

Phone \_\_\_\_\_

**COMMUNICATION:**

Agistor requires Boarder to return contact to Agistor within 48 hours upon initial contact. Issues may arise that Agistor may need to contact Boarder due to health, breeding, payment, etc. Failure to contact Agistor via telephone, email, or Postal Service within the 48 hour period will result in an additional fee of \$10 per day including first 48 hours.

**HOLD HARMLESS:**

Boarders agrees to hold Agistor harmless from any claim resulting from damage or injury caused by the alpacas to any person or property and agrees to pay any attorney's fees, cost, or expenses incurred in defense of such claims.

**AGISTOR'S RIGHT TO LIMIT VISITATION:**

Agistor maintains the right to set a visitation schedule for Boarders which shall be as follows:

Monday - Saturday 11pm-5pm

Sundays - closed (Contact Agistor for emergencies)

Boarders agree to schedule an appointment with Agistors in advance on the occasion which warrant Agistor's assistance with the Boarder's alpacas. Boarder has the benefit and availability of the farm premises for all personal visitations and individual sale visits.

Any open houses, group sales, or farm tours must be preapproved by the Agistor. All care and consideration will be given on behalf of the Boarder as to the rules of the Agistor and the wellbeing of the animals while visitation takes place.

**AUTHORIZATION OF EMERGENCY CARE:**

Boarder authorizes emergency veterinary and agistor care and agree to pay all necessary veterinary charges for services rendered to the alpacas while in the care of the Agistor. All attempts will be made to contact Boarder prior to, during, and after emergency care to keep Boarder informed.

**LIEN RIGHTS CONFERRED:**

Boarder acknowledges that Agistor shall take ownership of boarder's alpacas should no payment for services be made for two (2) months. Special arrangements for payments are to be made in advance, in writing. In addition to other rights, the Agistor shall be entitled to reasonable attorney's fees and costs of suit in any legal proceeding to collect any amounts due, or to enforce or foreclose any lien arising under this contract.

**COSTS OF TRANSPORTATION:**

Agistor is responsible for all transportation, within 250 miles, of the alpacas to and from the Agistor, unless other arrangements have been made. Transportation required for Boarder's alpacas will incur fees of \$.55 per mile and \$10.00 per animal after first 250 miles (Additionally, all expenses related to the trip will be covered by boarder, such as tolls, lodging if necessary to stay overnight, meals, vehicle rental etc.) If multiple boarders' animals need to be transported at the same time, the costs will be shared equally amongst the boarders. When Fuel prices are at and above \$2.80 per gallon, an additional charge of \$10 per hour.

### **SALE OF AGISTED ALPACAS:**

Agistor agrees to represent all contracted alpacas to potential buyers at Boarders request. A 10% commission of the sale price will be earned and payable to the Agistor upon the sale of any fully owned contracted alpaca, if the Agistor locates the buyer. Agistor also agrees to pay Boarder 10% of the sale price if Boarder locates a buyer for Agistors' fully-owned alpaca as well.

### **NONASSIGNMENT:**

The warranties and remedies under this contract are non-assignable and inure only for the personal benefit of the Agistor. The warranties and the remedies shall be void and lapse in the event of any sale or transfer of any interest (including transfer of part ownership) in the animal.

### **ENTIRE AGREEMENT:**

This is the entire agreement between the parties. All previous discussions and negotiations have been merged into this written contract. This Document shall serve as the legal and binding representation of business conduct between the parties and entities named and contained herein for the purpose of the implementation of agreed upon responsibilities and arrangements pursuant to the common success and completion of services outlined.

### **CHANGE OF ADDRESS**

Both parties of this contract will notify the other of any change in address. Required change of address notification requests shall be given for the following; Physical Address, Mailing Address, Email Address, Telephone Number, Employer name, address, telephone number, fax within 10 days of address change.

### **ATTORNEY FEES:**

In the event of suit or action arising directly or indirectly out of this agreement, the losing party shall pay the prevailing party's attorney fees and costs of suit, in addition to any other relief granted by the Court.

### **LEGAL PROCEEDINGS:**

If any disputes arise between the parties, venue and jurisdiction shall lie with the state and judicial district where Agistor reside. In addition to legal relief, a court is hereby authorized to grant injunctive, declaratory or other appropriate suitable relief to enforce both the grant and the limitation of warranties and remedies as set forth by this contract. This contract or any wordage contained herein, do not supersede the laws of any local jurisdiction, town, county, state or federal authority where agreement takes place.

### **REQUIREMENT OF TIMELY, WRITTEN NOTICE OF CLAIM**

No legal proceedings shall be instituted arising out of this contract unless written notice is delivered by Boarder to Agistor within 12 months of the date of this agreement, which notice shall specify the grounds upon which Purchaser assert their claim, and give Seller reasonable opportunity to respond and offer to cure the alleged breach, if appropriate.

### **BENEFICIARY / TRANSFER OF RIGHTS AND DUTIES UNDER CONTRACT:**

The rights and duties under this agreement may not be transferred without written consent except in the case of death of an individual named in this contract. In this event, the rights and duties will be transferred to the beneficiary listed in this contract while acting within the scope and duties as a legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the contracted alpaca(s) will have the same rights and duties, but only with respect to those contained herein.

In the event of the Boarder death or becomes incapacitated, the Agistor is to transfer the ownership of the alpacas listed in this contract to the following person(s). By assigning a Beneficiary, Boarder transfers authority to transfer to Agistor. Proof of identification is required. Failure to name beneficiary will forfeit ownership to Agistor.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**CHANGES AND AMENDMENTS:**

This contract will be renewed every January 1st. The Agistor has the right to amend as necessary, at any time. The Agistor welcomes and will entertain all recommendations. Recommendations are due November 1st.

**CANCELLATION:**

Any party named may cancel this contract by adhering to the specifics outlined:

Written or Notice of Cancellation will be given if the Boarder does not comply with the rules and regulations of this contract. Two or more late payments, will force the Agistor to cancel this agreement. In the event of Cancellation by Agistor, the Boarder will have 30 days to relocate. At that time, the Boarder will pay remaining balance within 7 days of the notification. Any overpayment will be returned after the orderly removal of animals.

Any animals not removed at the end of the 30 day time period will be placed on the non-contracted rate of \$5.00 per day.

Payment and notice for purposes of the Contract are to be as follows:

**BREEDER / AGISTOR**

**Good Shepherd Farm**  
 1024 Lower White Oak Road  
 Ashford, WV 25009  
 1-304-836-5035  
 1-304-437-GSFA  
 www.gsfalpacas.com  
 goodshepherdfarm@charter.net

\_\_\_\_\_  
 Rebecca A. Arnold

\_\_\_\_\_  
 Christopher S. Arnold

**BOARDER**

First Name:	MI:	Last Name:
Telephone Number:	Cell Number:	Fax Number:
Address:	Box Number:	City:
State	Email:	Farm Name:
Name of Employer:		
Employer Telephone Number:	Fax Number:	
Address:	Box Number:	City:
State		
For multiple purchasers use additional sheets and attach to contract		
Copy of registration certificate attached? Yes / No	Tb certificate provided? Yes / No	Health and vaccination information provided? Yes / No
Details of agistment arrangements between date of contract and change of ownership? Yes / No	Agreed terms attached? Yes / No	Details of registry transfer costs, who pays? Yes / No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_