

Asheville, WV **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 www.gsfalpacas.com

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



***Contract for
Tag-A-Long
Show Program***

WAIVER OF LIABILITY:

During the period the alpacas are in the care and custody of the Handler, Handler 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 this contract.

BOARDER TO INSURE OR SELF-INSURE:

Owner represents either that the alpaca(s) are insured with a "full-mortality" insurance policy or that the Owner is acting as self-insurer, both as to mortality, and also to injury, damage or any event causing a loss of value of alpacas that may occur. Owner 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 Owner fails to acquire such insurance, and hence act as his own self insurer, he shall be deemed to have waived any claim against Handler both as to mortality, and also as to any injury, damage or any event causing loss of value of alpacas that may occur. Owner will abide with the alpacas Mortality insurance contract requirements and conditions.

Self Insured _____

Name of Insurance Company _____

Address _____

Policy Number _____

Phone _____

COMMUNICATION:

Handler requires Owner to return contact to Handler within 4 hours upon initial contact. Issues may arise that Handler may need to contact Owner due to health, breeding, payment, etc. Failure to contact Handler within the 4 hour period will result in an additional fee of \$10 per hour including first 4 hours.

HOLD HARMLESS:

Owner agrees to hold Handler 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.

AUTHORIZATION OF EMERGENCY CARE:

Owner 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 Handler. All attempts will be made to contact Owner prior to, during, and after emergency care to keep Owner informed.

COSTS OF TRANSPORTATION:

Handler is responsible for all costs of transportation of the alpacas to and from the Show site. Owner is responsible for transportations from Owner's farm to the Handler's farm. Arrangements can be made to pick up alpaca(s) on the way to the show. Owner is responsible for any and all off route travel to show. Off route transportation required for Owner's alpacas will incur fees of \$.60 per mile and \$10.00 per animal. (Additionally, all expenses related off route travel will be the responsibility of the Owner, such as tolls, lodging if necessary to stay overnight, meals, vehicle rental etc.) If off route travel is required by multiple Owner's, the costs will be shared equally amongst the Owners. When Fuel prices are at and above \$2.80 per gallon, an additional charge of \$10 per hour.

SALE OF AGISTED ALPACAS:

Handler agrees to represent all contracted alpacas to potential buyers at Owner's request. A 10% commission of the sale price will be earned and payable to the Handler upon the sale, during or 3 months after show, of any fully owned contracted alpaca, if the Handler locates the buyer.

NONASSIGNMENT:

The warranties and remedies under this contract are non-assignable and inure only for the personal benefit of the Handler. 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 Handler resides. 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 Owner to Handler within 1 months of the date of this agreement, which notice shall specify the grounds upon which Owner assert their claim, and give Handler 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 Owner death or becomes incapacitated, the Handler is to transfer the ownership of the alpacas listed in this contract to the following person(s). By assigning a Beneficiary, Owner transfers authority to transfer to Handler. Proof of identification is required. Failure to name beneficiary will forfeit ownership to Handler.

Name: _____ Phone: _____

Address: _____

CANCELLATION:

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

Written or Notice of Cancellation will be given if both parties do not comply with the rules and regulations of this contract.

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

HANDLER

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

OWNER

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: _____