



Birdie Brains — Aviary —

Avian Sales Agreement And Deposit Receipt

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

SELLER: Christy Herbst
 Birdie Brains Aviary
 2267 Lancashire Dr
 Richmond, VA 23235
 Telephone: (804) 276-4759
 Fax: (804) 276-4759
 Email: birdie_brains@earthlink.net

BUYER:

Address:

Telephone:

Cell:

Email:

2. This Avian Sales Agreement and Deposit Receipt is acknowledgment and affirmed as being a complete description of the terms and conditions of sale concerning the following bird(s):

Species	DOH	Band #	Purchase Price
			Bird: \$
			Bird: \$
			Bird: \$
			DNA test \$
			Total: \$

All other terms and conditions, either verbal or in writing, are void and superseded by this agreement.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 ___/___/2009, 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 (cash, credit card or debit card through Paypal, money order, or bank wire transfer).

4. The bird(s) identified at paragraph #2 shall be received by BUYER on this approximate date: ___/___/2009. BUYER agrees that he/she is solely responsible for all costs associated with said

delivery, including air, cargo, shipping containers, required health certificate fees, and all other transportation charges associated therewith, if so incurred by SELLER. BUYER is also responsible for gas and hotel overnight if BUYER chooses to have SELLER meet BUYER or deliver to BUYER. If BUYER is unable to take delivery of the bird(s) at the time herein referenced, then SELLER, at his sole discretion, may either consider the BUYER's order canceled, and retain all deposit monies and sell the bird(s) elsewhere or may renegotiate a delivery time with the BUYER for the bird(s). Should SELLER determine for any reason that bird(s) identified in paragraph #2 are not ready for delivery on ____/____/____, a new date of delivery will be agreed to at the SELLER's discretion and the BUYER's reasonable availability. An \$8.00/day boarding fee will be assessed for birds not picked up by BUYER as scheduled.

5. SELLER warrants that, at the time of delivery, the bird(s) herein referenced are in good health and that the bird(s) show no symptoms of disease or parasites at the time of sale or shipping. SELLER and BUYER do not consider a mild growth of gram-negative bacteria post-shipping to be disease but recognize this as a stress-related reaction to being shipped and recognize this mild growth of gram-negative bacteria to be normal. BUYER is encouraged to have the bird(s) examined at BUYER's sole expense by an avian veterinarian of BUYER's choice within seventy-two (72) hours from the time of delivery to verify the health of the bird(s) and to uphold the health guarantee described herein. If, during this seventy-two (72) hour period, the bird(s) are found, as determined by the examining avian veterinarian, to have an illness which affects their health in a death-threatening manner or a congenital defect determined by the avian veterinarian to have been present in the bird(s) prior to being sold, then upon verification of this condition by the avian veterinarian to the SELLER and upon return of the bird(s) by BUYER to SELLER, SELLER agrees, at his sole discretion, to either refund the entire purchase price to BUYER as herein referenced (including deposit monies received) or to supply BUYER with other bird(s) of the same species, sex (if known), and age, all costs of return and re-delivery transportation to be borne by SELLER. If illness is treatable with medication and BUYER wishes to retain possession of bird(s) and SELLER agrees to BUYER keeping bird(s), SELLER will pay for medication costs and necessary subsequent laboratory studies and veterinary care related only to the current illness. BUYER agrees that if no illness is detected by an avian veterinarian, as a result of examination by an avian veterinarian within the seventy-two (72) hour period after delivery, all subsequent veterinary expenses are the responsibility of the BUYER. It is hereby understood that, prior to delivery of replacement bird(s) under this paragraph, BUYER and SELLER shall execute a new Avian Sales Agreement and Deposit Receipt referencing the replacement bird(s).
6. In the event BUYER fails to have the bird(s) herein referenced examined by an avian veterinarian within seventy-two (72) hours after delivery, fails to notify SELLER immediately of changes of health within the seventy-two (72) hour period, or fails to submit the deceased bird(s)' bodies for necropsy, then BUYER understands and agrees that the sale is one of "as is" condition. The original closed band must be intact and on the bird(s) sold to BUYER by SELLER. Removal of said band at any time immediately revokes any expressed or implied guarantee referenced herein. In the event the bird(s) die during the seventy-two (72) hour guarantee period, BUYER must immediately refrigerate (not freeze) the bird(s)' bodies in a sealed plastic bag and deliver the bodies within twelve (12) hours to a qualified avian veterinarian lab for necropsy to determine the cause of death. In the event a necropsy is necessary within the first seventy-two (72) hours after delivery, SELLER agrees to reimburse BUYER within five days for the veterinary costs of necropsy only if the necropsy determines the bird(s) died from a congenital defect or illness present at the time of delivery of bird(s) from SELLER to BUYER. BUYER understands and agrees that seventy-two (72) hours after delivery of the bird(s) 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 risks as to the quality and/or performance of the bird(s) referenced herein is with the BUYER, and the BUYER assumes all risk of cost of illness, injury, death, and treatment for the bird(s) seventy-two (72) hours after delivery thereof.
7. In the event SELLER is unable or unwilling to deliver the bird(s) to BUYER for any reason at the time so identified in paragraph #4, including the SELLER's own decision to keep the bird(s) for

himself, 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 bird(s).

8. SELLER has cautioned BUYER, and BUYER understands, that all parrots are capable of biting and/or scratching humans and other animals, and BUYER hereby waives all rights to litigation against SELLER for injuries or illnesses caused to BUYER or other humans or animals by bird(s) herein described in paragraph #2. BUYER agrees to assume all liability for injury caused by said bird(s) immediately upon delivery of bird(s) by SELLER to BUYER. BUYER also assumes responsibility immediately upon delivery of bird(s), for escape, loss, or injury of bird(s) secondary to bird(s) ability of flight.
9. Regardless of the conditions and circumstances surrounding the negotiation of this Avian 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 Virginia, and any suit initiated by BUYER or SELLER to enforce any term, condition, or clause of the Agreement shall be filed in the appropriate Court in Chesterfield County.
10. In the event that either party hereto must file suit, as referenced in paragraph #9, 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.
11. 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.

SELLER: _____ Dated: ____ / ____ / ____
Christy Herbst
Owner, Birdie Brains Aviary

BUYER: _____ Dated: ____ / ____ / ____



Christy Herbst
2267 Lancashire Dr.
Richmond, VA 23235
Telephone (804) 276-4759

Birdie_brains@earthlink.net
www.birdiebrainsaviary.com

Deposit and Balance

Amount owed	_____	Date: _____	? Paid: _____
Deposit:	_____	_____	_____
	_____	_____	_____
Payments:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____