



Buyer's Contract

Seller: Michelle Willits
Address: 6729 Linderson Way SW, WA 98501
Email Address: Mwillits9410@gmail.com
Phone Number: (951) 269-5842

Buyer: _____
Address: _____
Email Address: _____
Phone Number: _____

Breed: Mini Rex
Rabbitry Name: Lone Pine Rabbitry
Rabbitry Prefix: LP###

Gender: Female | Male
Name:
Tattoo:
DOB:
Variety/Color:

Sold as: Show | Brood | Pet | Other
If other explain:

(If applicable)
ARBA Registration#:

GC#:

This contract is between Michelle Willits of Lone Pine Rabbitry (the 'Seller') and [Last, First, MI] (the 'Buyer') for the purchase of one Mini Rex Rabbit (the 'Animal') for the sum of \$_____USD.

This is the receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the Animal stated above to the Buyer.

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the rabbit.



TERMS AND CONDITIONS

- 1) This rabbit is a purebred Mini Rex and comes from a long line of purebred Mini Rex's.
- 2) Under no circumstances will the seller change, modify, alter, or doctor any of the rabbits documentation or tattoo.
 - a) In the event the information is found to be inconsistent between the contract, pedigree, and the physical rabbit as a result of the Seller's error, the Seller will work with the Buyer to remedy the issue.
 - b) In the event that the rabbit was mis-sexed by the Seller or the rabbit's color/variety was improperly identified by the Seller, the Buyer can return the rabbit and Seller will provide a comparable rabbit of the correct sex/color/variety if available, or a full refund if no comparable rabbit is available.
 - c) If the Buyer chooses to keep the rabbit, the Buyer waives all rights to a refund.
- 3) The Sellers acknowledge this rabbit is in good condition and health.
Initial _____
- 4) If being sold as;
 - a) Show Potential:
 - i) The Buyer has looked over the animal prior to purchase and agrees the animal is free from disqualifying faults/features, in good condition and health at the time of sale. Initial _____
 - ii) Rabbits being sold as show quality will be provided the documents needed to register in American Rabbit Breeders Association (ARBA) at the appropriate age if the Buyer chooses to do so.



b) Prior conditions or concerns of this rabbit will be outlined during the purchase process and added to the contract as necessary.

Additional Comments/Concerns :

Initial_____

c) If being sold as Brood Potential:

- i) The Seller agrees to provide at least a two generation pedigree, 3 Generation will be provided if available.
- ii) The Seller does not guarantee the rabbit will produce offspring, or offspring that are viable, showable, or breedable.

Reason(s) for brood quality:

Initial_____



- d) If being sold as Pet quality:
- i) The Seller will not provide a pedigree.
 - ii) The Seller reserves the right to tattoo the rabbit's right ear with a disqualifying mark/character/image to prevent the rabbit from being shown.
 - iii) The rabbit does not have to possess a disqualifying fault to be sold as Pet quality. Pet quality is the opinion of the seller that the rabbit is a poor representation of its breed, and thus should not be shown or bred.
 - iv) The Seller does believe that a rabbit sold as Pet quality has the potential to be a companion animal and live a healthy life.
 - v) The Buyer agrees not to show or breed a rabbit sold as Pet quality.
 - vi) The buyer agrees to spay/neuter the rabbit before 6 months old

Initial_____

- 5) For rabbits sold as "Potential" quality, the Seller and Buyer agree to the above Pet quality agreements, with the possibility for a reevaluation once the rabbit 6-9 months old. The reevaluation is to be done by the Seller, or a qualified person as chosen by the Seller, to potentially change rabbit from Pet quality to brood or show quality.
- 6) A rabbit is generally sold as "Potential" quality by the Seller when the Seller feels a young rabbit could be Show or Brood quality, but the Seller is unable to make an evaluation due to the young age of the rabbit.

Payment and Pickup



- 7) A deposit of %50 of the purchase price is required to place a hold on any rabbit. The remaining balance will be due upon the agreed date for pickup. The rabbit will not leave Lone Pine property until full payment is received.
- a) The expected pickup date and time is **MM/DD/YYYY HH/MM**.
 - b) Payment must be made in cash or Payments made by Paypal, Cashapp, and Venmo (3% surcharge applies)
 - c) Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the rabbit if:
 - i) Buyer fails to complete the purchase of the rabbit for any reason, or
 - ii) Buyer fails to pay the balance of the Purchase Price within 14 days of the agreed delivery date. In either event, Seller shall be free to sell the rabbit to another party. In the event that the rabbit is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either
 - (1) Refunded,
 - (2) Transferred to the next litter of kits. A boarding fee of \$10 per day will be charged for each day the rabbit is boarded by Seller past the agreed delivery date.

Initial _____



- 8) If the rabbit dies in the care of the Seller, the Seller agrees to refund the Buyer in full. Deposits can be transferred to another rabbit of equal quality at the Buyers request voiding the refund.
- 9) Buyer will arrange pickup of the animal on the agreed upon date. Pickup must be done in person, by a representative or a third party.
 - a) Buyer will supply transportation and an appropriately sized carrier.
 - b) Buyer is of the age of 18 years old or is accompanied by a parent/guardian at the time of sale.
- 10) Transfer of Ownership will be given upon payment in full of the Purchase Price. Pedigree will be given at the time of pickup (if sold as show/brood quality)
- 11) Upon pick up the Seller will complete the following
 - a) Nail Trim
 - b) Tattoo
 - c) Supply a 3 generation pedigree for Show/Brood rabbits
- 12) Dependent on the age of the Rabbit the Buyer can request the following to be done prior to pickup at the Buyers expense
 - a) Dewormed
 - b) Flee and Tick Preventative
 - c) RHDV2 Vaccination, and/or Pasteurella Vaccine
 - d) Veterinary health check
 - e) Microchip (HomeAgain)
 - f) Spay/Neuter

Seller's Representations and Warranties

- 13) Seller represents and warrants to Buyer that:



- a) Seller is the legal and true owner of the rabbit and that Seller has full right and authority to sell the rabbit.
- b) The rabbit is being sold free and clear of any lien, security interest, charge or other encumbrance.
- c) The rabbit is in good health and free of communicable diseases at the time of this sale. Buyer has 2 days from the delivery date to have the rabbit examined by a licensed veterinarian specializing in exotic animals, at Buyer's sole cost. If the rabbit fails the examination, Buyer may return the rabbit, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the rabbit examined within the 2 day period will nullify this warranty. If the Buyer chooses to keep the rabbit, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer. This health guarantee will be null and void.
- d) This Guarantee does NOT cover Allergies, undescended testicles, umbilical hernia, dermatitis, demodectic mange. The Seller will NOT replace a rabbit due to heat stroke, abuse/neglect, improper care or damages caused by another animal. Buyer agrees that they have thoroughly researched the Mini Rex breed, and understand the health care needed. Buyer is responsible for all medical costs of their rabbit. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.
- e) To ensure that Buyer does not euthanize the rabbit or take it to an animal shelter, Seller will take the rabbit back at any time during the rabbit's lifetime. Seller will not issue a refund or provide another rabbit to Buyer.

Purpose



- 14) This rabbit is being sold as a (Show Potential | Brood Potential | Pet)
- a) Seller does not provide any warranty as to the confirmation performance and/or breeding purposes. Initial_____

Buyer's Representations

- 15) Buyer represents to Seller that:
- a) Buyer will have the rabbit spayed or neutered by the age of six months if sold as pet quality.
 - b) The rabbit will reside with Buyer as companion pet to Buyer and Buyer's family.
 - c) Buyer will keep the rabbit in an enclosed area of adequate size, and will not allow the rabbit to roam at will. Buyer will not keep the rabbit caged for periods longer than 8 hours a day. Rabbit will be given at least 24 sqft of space to exercise at least 5 hours a day.
 - d) Buyer will provide the rabbit with nutritious food and necessary veterinary care, including deworming, flea and tick prevention and regular vaccinations (as needed).
 - e) Buyer is not acting as an agent for any other person or business in the purchase of the rabbit.
 - f) Buyer will not sell, give, or release the rabbit to a pet shop, retail store, dealer, animal testing facility, research facility, or an agent for any such business or facility.
 - g) Buyer will not release this rabbit into the wild.
 - h) In the event Buyer sells the rabbit to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the Terms of this Agreement.



Indemnity and Release

16) If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the rabbit after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

Limitation of Action

17) Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

Governing Law

18) This Agreement shall be governed by and construed in accordance with the laws of **Washington** State.

Entire Agreement

19) This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.



Date: MM/DD/YYYY

Name Print:

Signature of Buyer:

Date: MM/DD/YYYY

Name Print:

Signature of Seller:

Acknowledgement of Receipt

I acknowledge that I have received the rabbit into my possession.

Date: MM/DD/YYYY

Signature of Buyer _____

The Seller makes no assumptions or guarantees that the rabbit will remain show quality at any time in the future or that the rabbit will "win" or do well at a show. Show quality is the opinion of the Seller, and thus only implies that the Seller would be comfortable competing with the rabbit themselves and that the Seller is of the opinion that the rabbit is a competitive representation of its breed.