

Feathered Companions Aviary

Marcella Covault ★ 1502 SE Bethel Rd. ★ Lawton, Oklahoma 73501 ★ (580) 514-9040
birdcompanions@gmail.com ★ www.birdcompanions.com

Purchase Contract

The purpose of this contract is to offer protection to the purchaser for a major health problem that was unknown at the time of sale. There is no guarantee on specific personality or future behavior of bird(s). There is no guarantee on unweaned baby birds (sold only to experienced handfeeder).

Our birds are monitored on a daily basis to ensure their health and well being, and to the best of our knowledge, they are healthy and disease-free. No sick bird will knowingly be shipped. Any known abnormalities are listed under comments. As some health conditions can only be detected by an avian, we urge you to take your new bird(s) for a checkup so that you may receive an expert's opinion on their health status. Examination and testing by a licensed Doctor of Veterinary Medicine veterinarian (AVMA-certified; HSVMA is not acceptable) must take place within the 3-day (72-hour) period from time of receipt. If the bird does not pass the vet examination as healthy, the sale may be negated. If your veterinarian determines the bird has a major health problem, please return the bird, along with the veterinarian's statement to us. Any laboratory testing the veterinarian may do must be performed within the 72-hour period for the bird to be covered under this contract. We understand that results of these tests may not be available within the 72-hour period, and as long as the testing was done within the 72-hour period, this agreement will apply. If any problems are found, we will, at our option, either replace the bird with one of equal value (as soon as they become available) or refund the purchase price. We do not assume any liability for veterinary expenses you may incur.

No warranty or liability is expressed or implied in the case of injury or illness caused by or to the bird by or to other pets or humans in the household. Return of the bird(s) under this contract to Feathered Companions Aviary in Comanche County, Oklahoma, is the responsibility of the buyer. In the event of death of the bird within the first 72 hours of purchase, a qualified avian vet must perform a necropsy to determine the cause of death. The necropsy report, as well as the uncut band from the bird, must be provided to seller within 5 days.

As with any living animal, fear, loss of appetite, lack of sleep, chilling, heat prostration, and other forms of stress (including shipping) can make a bird susceptible to illness, potentially causing diarrhea, respiratory infection, and a variety of other problems. Exposure to other birds or environmental factors may also negatively affect a bird's health. A bird could change from good health to being acutely ill in 3 days. Therefore, a guarantee on a bird's health can only be made for a short period of time. The laws of the state of Oklahoma shall govern any dispute and exclusive jurisdiction for resolution shall be in Comanche County, Oklahoma.

Purchase Agreement: I, _____, the buyer(s), understand that I am purchasing _____, total purchase price being \$ _____.

Seller Option: If Buyer decides in the future to relinquish bird(s), Buyer will notify Seller, and Seller will have the first right of refusal in re-homing or assisting in re-homing of such bird(s). Unless there is no other option, Buyer shall NOT place bird(s) with "rescue" (potential hoarders) or sanctuary (potential bird "warehouse").

Buyer Acknowledgment: I have read and understand the above Purchase Contract. I take full responsibility for the proper care and feeding of the bird(s). I agree that there are no other warranties, guarantees or liability, expressed or implied, on the part of Feathered Companions Aviary or Marcella Covault. I also understand and agree that any and all veterinary or other expenses are mine. It is further understood that I will expect no monies or valuable assets from Feathered Companions Aviary or Marcella Covault in the event of a future illness or death. I have read this and understand it is a legally binding contractual agreement. I am aware of any abnormalities listed below, and I have assumed complete liability for these.

Terms/Conditions: _____

Signatures: Seller _____ Date _____

Buyer(s) _____ Date _____

Buyer(s) address: _____

Buyer(s) telephone: _____ E-mail: _____