

# PURCHASER AGREEMENT

The Purchaser, \_\_\_\_\_, residing at \_\_\_\_

agrees to all of the following purchase terms and conditions when purchasing any animals from the Seller, Dragonstone Ranch, LLC, located at 2591 CR 137, Gatesville, TX 76528. These terms and conditions can also be found at www.dragonstoneranch.com/terms.

## VERIFY ADDRESS

YES \_\_\_\_\_ NO \_\_\_\_\_ Is your above listed <u>shipping</u> address CORRECT?

# TAX EXEMPTION

Are you tax exempt? NO \_\_\_\_\_ YES \_\_\_\_\_ If "yes", please upload your tax exempt form HERE:

## **REHOMING POLICY**

The buyer is responsible for all care costs of animals purchased including, but not limited to, housing, feeding and veterinary care. However, if at any time you decide the animal is not a good fit for your home, the animal must be returned to Dragonstone Ranch at the buyer's expense and time. The buyer may not sell, gift, or rehome the animal to anyone else, unless the new owner is approved by us in writing. This policy is enforced in order to ensure our exotic animals will always have a good home and adequate care. Failure to comply can result in legal action. Hoofstock is exempt from this rehoming policy.

# HEALTH GUARANTEE

All babies are guaranteed to be in good health and free of parasites, illness and disease at time of pickup. If you believe your new baby has parasites, illness or disease, you must take him/her to a licensed vet experienced with exotics within 48 hours of pickup. If the vet determines that the animal was sold in ill condition, you may return the animal for a replacement only. A vet report written by a licensed veterinarian experienced with exotics stating that the animal was sold in ill condition must be forwarded to Dragonstone Ranch in order for claims to be considered. Animals must be returned within 3 days of pickup date for this guarantee to be valid. Any injuries or medical conditions developing after the buyer picks up the animal are not covered by this health guarantee. Animals shipped by a third-party transporter are also not covered by this guarantee, as we have no control over what happens to the animals during transport. Once the animal has left our care, Dragonstone Ranch makes no guarantees of the animal's condition when it arrives. **ALL WARRANTIES ARE VOID IF CARE GUIDE INSTRUCTIONS ARE NOT FOLLOWED, OR IF ANY DIET OTHER THAN THAT WHICH WE SUGGEST ON OUR WEBSITE IS FED!** The only exception is if we personally instruct you otherwise. Non-bottle baby hoofstock are exempt from health guarantees.

Our African pygmy hedgehogs come with extended health warranties: a 6-month congenital health guarantee and a lifetime warranty against Wobbly Hedgehog Syndrome (WHS). We will replace all hedgehogs that fall under our health warranties with one of equal or similar value. A necropsy report written by a licensed veterinarian stating that the congenital defect or WHS was the direct cause of death must be forwarded to Dragonstone Ranch in order for claims to be considered. WHS can only be diagnosed postmortem, and only University necropsy reports are accepted for WHS claims.

## DEPOSITS AND PAYMENTS

All deposits are nonrefundable and nontransferable. A nonrefundable deposit will be required to reserve the baby of your choice. For local pickups, the remaining balance will be due on the scheduled pickup date. Acceptable forms of payment are exact-change cash, Zelle, or PayPal Friends & Family. We do NOT accept Goods & Services payments through PayPal. We also accept chip-enabled major credit cards for purchases under \$1000 (5% processing fee applies). For purchases of animals that are to be transported, the remaining balance must be paid 7 days prior to the first scheduled day of the transport. EXCEPTION: Hedgehogs and sugar gliders need to be paid in full by their listed ready date, or 24 hours prior to a scheduled neuter (sugar gliders only). Payments for transported animals can be made through our PayPal invoices for balances under \$1000. For transported animals with a balance over \$1000, only cash is accepted in the form of a wire transfer, Zelle, or PayPal Friends & Family. All payments must be cleared, not pending, by the payment due date. The form of payment used to pay for the animal must match the name of the buyer on the invoice. Only the person listed on the invoice will be able to receive the animal, unless an appropriate form is completed and signed by the buyer to authorize a different person to receive the animal. You must be at least 18 years of age to be a buyer or authorized receiver. All deposits are nonrefundable and nontransferable. Cancellations by the buyer will result in forfeiture of all deposits and payments. Payments or forfeiture of all deposits and payments.

## SALES TAX

By law, we are obligated to collect Texas sales tax on all sales completed within the state of Texas. All Texas sales will incur a sales tax rate of 6.75% (6.25% paid to the state of Texas, and 0.50% paid to Coryell County). Purchases are exempt from Texas sales tax if the order is being shipped to another state. For customers using a pet transporter, your purchase with us is considered fulfilled at the time the transporter picks up your animals.



## TAKING YOUR ANIMALS HOME

Proof of proper habitat setup must be provided to and approved by Dragonstone Ranch before an animal is released to you or a transporter. NO EXCEPTIONS. Furthermore, "ready by" dates are only approximations and are not guaranteed, as the animal must be a healthy weight and condition and thriving independent of its parents before going to their new home.

## LOCAL PICKUPS

Pickups must be scheduled at least 24 hours in advance. Buyer or authorized receiver must sign a purchase contract and USDA form upon pet pickup, as well as show proof of identity in the form of a government-issued photo ID. Please contact the seller if you are going to be late for your appointment. We reserve the right to reschedule appointments if the buyer is more than 20 minutes late. All animals reserved must be picked up within 7 days of their "ready by" date, unless other plans explicit in writing have been made. Failure to comply to any of these terms will result in immediate forfeiture of all deposits and vet fees, and the animal will be re-listed as available. If the buyer chooses to reschedule pickup, they will be subject to a \$5/animal/day boarding fee beginning on the 8th day after the "ready by" date.

# PET TRANSPORT

Animals will be delivered by a USDA-licensed pet transporter on the next available route via door-to-door ground transport. Routes are nationwide and occur once or twice a month. Before purchasing, please bear in mind that we cannot provide a delivery date until our transporter does. While we will try to get your baby to you as soon as possible, not all routes travel through every state. Delivery estimates are not guaranteed, as factors such as traffic, construction and weather conditions can affect actual delivery dates/times. Actual delivery can occur at any time, day or night. Buyers will be updated with delivery estimate changes, and drivers will contact the buyer directly by the phone number disclosed on our application when they are upon approach. Buyer or authorized receiver must meet with the drivers within 15 minutes of arrival, show government-issued photo ID and sign all accompanying forms (USDA Transfer Form and Dragonstone Ranch contract). Failure to comply to these terms will result in the transporter leaving with the animals. The buyer may then choose to have the animals redelivered at the buyer's expense, or they may choose to cancel the sale. A cancellation of the sale will result in forfeiture of all deposits, shipping fees and vet fees, and another shipping fee will be charged to transport the animals back to the seller. Any remaining balance after a 50% restocking fee of the original purchase price will be refunded to the buyer if the sale is canceled. A nonrefundable deposit of \$50 is required to book transport. Some private transporters may require a larger deposit. A link to pay is provided at the bottom of the Pet Transport webpage on the website. If you require transport, you must visit the Pet Transport webpage to follow the appropriate transporter's page for ETAs and updates to your delivery.

PLEASE NOTE: It is known that transport can be stressful on animals. The buyer must understand that Dragonstone Ranch has no control over what happens to the animal during transport. Once the animal has left our care, Dragonstone Ranch makes no guarantees of the animal's condition when it arrives. It is the buyer's responsibility to insure any animal throughout transport, if desired. We prefer all our buyers to pick up their new pets from us in person. However, if the buyer still wishes to choose this transport option, it is at the buyer's own risk.

# RESCHEDULING

It is our policy to choose the soonest transport route in order to get babies to their new families during the optimal bonding period. For pickups, we allow a 7 day grace period from the date of reservation or ready date, whichever is later. If the buyer chooses to reschedule pickup or transport to a later date, they must pay for the animal in full by their ready date, and all payments will be nonrefundable. They will also be subject to a daily boarding fee, which is also nonrefundable and needs to be paid upfront.

## **BOARDING FEES**

Boarding fees need to be paid upfront and are nonrefundable. The following fees do not apply to long-term feeding of bottle babies past 7 days after ready date; inquire within to request long-term bottle feeding. The boarding fees - which include enclosure space, feedings, socializing and, sometimes, pottying - are per animal, per day, and will be updated at www.dragonstoneranch.com/terms.

## REFUNDS

Animals purchased from Dragonstone Ranch may not be resold. We offer the following return policy to ensure the well-being of our animals in the case that you decide that they are not the right fit for your family or lifestyle. 50% of the animal's purchase price will be refunded if the animal is returned to us within 7 days, or 25% if returned within 14 days. If discounts were applied to the purchase price, the refund will be adjusted accordingly. The animal must be returned to Dragonstone Ranch at the buyer's expense, and they must be unaltered (if sold unaltered) and in good health and condition. After 14 days, we will gladly accept surrenders of any of our animals so that we may find an appropriate new home for them. Dragonstone Ranch reserves the right of first refusal on any animals sold, should you decide to rehome them. Deposits, boarding fees, shipping charges, vet fees, and photo fees are nonrefundable, as well as supplies and food purchases. Hoofstock are exempt from this refund policy. No refunds will be given for any returned hoofstock.

## **BREEDING POLICY**

When purchasing an animal from Dragonstone Ranch as "pet only", breeding the animal is strictly forbidden. Breeding is considered a breach of policy and is grounds for legal action. Purchased animals may not be resold or gifted for breeding purchases without the explicit written permission of Dragonstone Ranch. NOTE: It is illegal to breed and sell exotic animals without a USDA license.



# LIABILITY RELEASE

Purchaser agrees to the following liability release statement:

I, for myself and on behalf of my spouse, heirs, assigns, personal representatives and next of kin, hereby release and forever hold harmless Dragonstone Ranch, LLC, and its owners, successors, employees or volunteers, from any and all liability, claims, and demands of any kind or nature, which may arise from or in connection with the animal(s) purchased from Dragonstone Ranch. Buyer understands and acknowledges that this release discharges each Dragonstone Ranch, LLC, party from any liability or claim that the Buyer may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from the animal(s) purchased from Dragonstone Ranch, LLC.

# THANK YOU FOR AGREEING TO THESE TERMS AND CONDITIONS

The safety and happiness of our animals are of utmost importance. Therefore, Dragonstone Ranch reserves the right to refuse a sale to any person without any obligation to disclose any reasoning. We thank you for your cooperation.

SIGNATURES

PURCHASER

Signed: \_\_\_\_\_\_

Name/Title: \_\_\_\_\_

Purchaser

Date Signed: \_\_\_\_\_

Mimi Roach, Owner Dragonstone Ranch

Date Signed: \_\_\_\_\_

Signed: \_\_\_\_\_\_

SELLER