



Purchase Agreement

(Please see Pricing & Terms)

This Agreement is made as of this [] day of [], 2023 by and between Quail Covey Run, a Texas LLC, located at 9646 Wesley Church Lane, Brenham Texas 77833 with mailing address located at 9646 Wesley Church Lane, Brenham, Texas 77833 (hereinafter called "Seller") and [] hereinafter called "Buyer".

Whereas, the Seller's intent is to sell Bobwhite Quail and the Buyer's intent is to purchase such Bobwhite Quail. Therefore, in consideration of the promises and of the mutual benefits to each party, the parties do hereby agree as follows:

1. **Price and Payment:** Buyer hereby agrees to purchase healthy, flight-conditioned Bobwhite Quail in the following quantities, and in the allotted month(s): The minimum allowable booking per said Purchase Agreement is 250 quail. The total order amount may be divided as necessary and positioned for delivery on or around the Receiving Date(s). The price of the Quail is as follows:

| Price per Quail | Total Quantity | Total Price |
|-----------------|----------------|-------------|
| \$ | | \$ |

Based on the perishable nature of the product, the Seller agrees to provide the Buyer with a shipping quantity equivalent to an additional 1% of the total ordered units at no additional charge.

2. **Deposit.** A deposit of \$2.00 per Bobwhite Quail ordered will be required to be paid to the Seller within 5 business days from the effective signing date of this Agreement. The effective signing date will be the date when the Buyer has signed this Contract. This \$2.00 deposit per bird ordered will be deducted from each shipment price. Failure of the Buyer to make payment of this deposit within such period shall constitute a material breach allowing the Seller at its option to (a) terminate this contract and retain the Bobwhite Quail; or

(b) sell privately and without prior notice to the Buyer all or part of the Bobwhite Quail allocated therein, for the account of the Buyer, with the Buyer to remain liable at law and in equity for any deficiency thereupon. The Seller shall make a diligent effort to mitigate damages should this default occur.

Upon receipt of the Bobwhite Quail the Buyer agrees to pay the contract price, less deposit monies received, as specified above, (together with any applicable sales, use or like taxes and shipping box charges) to the Seller. Failure to pay shall constitute a material breach affording the Seller remedies under the law. Deposits are not refundable.

Total Deposit Required Per Contract Quantity: []

3. **Warranty.** The Seller warrants that the Bobwhite Quail shall meet the above description as described therein. **THE FOREGOING WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

4. **Inspection and Acceptance.** Failure of Buyer to give notice of any claim with respect to any Bobwhite Quail delivered hereunder within THREE (3) days after receipt of such Bobwhite Quail shall be an unqualified acceptance of such Bobwhite Quail and a waiver by Buyer's risk and if the Seller so directs, will be returned at the Buyer's expense, via airfreight, FOB Houston, Texas or by carrier directly to our facility.

I hereby indicate that I have read this contract, including its terms and conditions, in its entirety and agree to the provisions set forth as indicated by my signature or legal mark.

Name (please print)

Signature

Date



Pricing and Terms

(Please see Purchase Agreement)

Pricing

The minimum allowable booking by contract is 250 quail. Contract rates in this quantity and above are treated differently than smaller orders, allowing for certain pricing and/or delivery provisions to be made to the Buyer. It is mandatory for orders of this size to be agreed upon directly between the Seller and the Buyer, either in person or by phone.

Orders placed in Texas are subject to a 6% sales tax as mandated by the state, UNLESS the Buyer presents documentation that exempts tax charges.

Availability

Quail Covey Run, LLC begins production in the month of April and, based on submitted orders, produces flight-conditioned bobwhite quail through the month of February. Flight-conditioned bobwhite are available for delivery or pick-up as early as September.

Delivery

Deliveries are made by our own personnel in our own vehicles. Our vehicles transport quail in cages designed to eliminate as much stress as possible during transfer so we can deliver you strong, vibrant quail. We can deliver within the State of Texas up to 250 miles from our facility

Our delivery fees are based on total miles (round trip) at **75 cents/mile** and fuel charges that are based on **AAA's Daily Fuel Gauge Report, unless otherwise negotiated.** We ship quail to you in custom-made transport coops that are sanitized after every use. We typically ship approximately 25-50 birds per coop. Our driver teams assist in transferring our quail to your holding pens. **NOTE: Qualifying customers may opt to be charged a flat delivery fee per round trip based on negotiation and a 250 quail count minimum per delivery vs. the AAA rate.**

If you are outside of our delivery regions or request smaller orders, we can no longer ship with excellent success or economic feasibility via the US postal system directly to your door. These orders must be picked up directly from our farm.

Pick-Up

You may pick up any order directly from our facility. Please provide us with at least a 48 hour notice. We use bio-secure cardboard shipping crates that cost **\$10.75** apiece. The costs of the shipping crates are billed to the Buyer.

Deposits

\$2.00 (usd) per bird is required. Minimum order that can be contracted is 250 quail at the time of sale. We can contract for any amount from 250 quail to 10,000 plus quail per season. The \$2.00 per bird deposit will be deducted from your total purchase price. Deposits are due no later than 10 days following the signing of the Purchase Agreement. Deposits are not refundable.

Payment Options

The preferred methods of payment for deposits and sales transactions are by check, money order or cash.

Company checks are accepted and require 48 hours for verification of authenticity and availability of funds.

Payments can be made through Venmo or through Zelle.

Payments may also be made through PayPal. Payments made in this manner will be charged a 3% processing fee.

Payment is required upon delivery. Accounts past 5 days will be subject to a late fee charge which is computed at 2.00% of the total outstanding balance for the 5 day period. Accounts over 10 days past due will be subject to a late fee of 7% of the total outstanding balance. Accounts over 30 days past due will be turned over to a collection agency.

Guarantee

If, within 3 days of receipt, you are not satisfied with our quail, you may return them to us. We will refund the amount of the transaction, less the deposit. It is the Buyer's responsibility to ship the quail back to Quail Covey Run, LLC, FOB, Houston Texas, by Next Day Air Express, or by transport carrier directly to our facility.