

Kumau Cattle Company, LLC

P.O. Box 542

Kapaau, HI 96755

Phone (808) 884-5825

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Date: January 1, 2018 - December 31, 2020

This **Livestock Purchase Agreement** (“Agreement”) is between

(hereinafter referred to as “Buyer”) and Kumau Cattle Company LLC (hereinafter referred to as Kumau) as an agent for the seller(s) selling livestock through Kumau’s website at <http://www.kumaclub.com> (the “Website”), via phone, or in person. Buyer and Kumau agree as follows:

- 1. Purchase of Livestock.** Buyer will agree to purchase livestock as listed below from Kumau Cattle company LLC subject to the provisions set forth below and the Kumau Standard Terms and Conditions and Limited Warranty (the “Standard Terms”), if any, in effect at the time of purchase. The Standard Terms are attached hereto and shall be made available to buyer upon request. Buyer’s deposit constitutes an offer to purchase livestock, and if accepted, cannot be revoked. Within the three years, the Buyer may notify Kumau that they want to use the original deposit for payment for the Buyer’s final pick-up and to terminate the livestock purchase agreement. If the Buyer has not picked up any product within the three year period, the Buyer’s deposit may be refunded at the end of the term.
- 2. Sale or Resale of Meat is Prohibited.** Buyer agrees that Kumau shall care for, finish, and process Buyer’s livestock on behalf of the Buyer after purchase. The purchase date shall be on or before 30 days before the Pick-up date or the date when the livestock is identified to the Agreement. To conform to the regulations permitting owners to eat meat from their own livestock that was not processed in a licensed facility, Buyer agrees to use the meat for household consumption only. BUYER AGREES THAT THE MEAT FROM THE PURCHASED LIVESTOCK WILL NOT BE FOR SALE OR RESALE. (Federal Meat Inspection Act Title 21 Food and Drugs U.S.C. chapter 12 Meat Inspection Sections 601-624; Hawaii Meat Inspection Act.)
- 3. Buyer’s Information.** Buyer has provided accurate identification information to Kumau to qualify as a Buyer of livestock. Buyer represents and warrants that the information provided therein is true and correct and shall promptly inform Kumau of any changes in the information provided.
- 4. Pick up Agreement.** Upon Buyer’s purchase of livestock indicated by payment in full for pick up of purchase, Kumau shall promptly send via email or other means mutually agreed between Buyer and Kumau, a Pick-Up Agreement Confirmation of such purchase including the date of purchase, the purchase price and other specifications (the “Pick-up Agreement”). Livestock must be picked up within thirty days of purchase on the pick-up dates listed on this Agreement unless prior arrangements have been made and must be noted on this agreement.

- 5. Payment of Purchase Price.** Buyer shall sign the Purchase Agreement and Buyer shall promptly pay to Kumau a deposit of \$300.00 (equal to the purchase price for first pick-up) as a partial payment. No livestock will be held for the Buyer until signed Purchase Agreement and Deposit is received by Kumau. At least sixty days before each Pick-up date, Buyer shall receive notification of the upcoming Pick-up date. Buyer shall remit the purchase price for the livestock share to be picked up. The livestock shall be identified to the Purchase Agreement and made ready for Buyer's Pick-up. Buyer shall pay for each pick-up thirty days before pick up date by cash, bank check, or credit card. 3. "Total Dollars" means the total sales amount for that Pick-up including general excise tax. 4. There shall be a \$50 charge for any returned check.
- 6. Delivery; Acceptance.** Delivery is via Buyer pick-up. All losses resulting prior to pick-up shall be the seller's liability, after which liability shall be transferred to Buyer. It is the Buyer's responsibility to check all purchases before said purchase is picked up at Kumau, and failure to do so shall constitute irrevocable acceptance of the purchase and bind him/her to pay the contract price. Under no circumstances will purchases be allowed to return to Kumau after being picked up. As noted above, any check must be received at least thirty days before the purchase will be released for pick up. If the Buyer fails to pick up the purchase, Kumau shall retain the livestock, purchase price for that pick-up, and be released from any and all obligations to the Buyer.
- 7. Miscellaneous.** The laws of the State of Hawaii shall govern the interpretation and enforcement of this agreement. Any notices provided for herein shall be given in writing and transmitted by email or similar communication to the respective parties at the addresses set forth below. The address of either party may be changed by written notice to the other party. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT AND THE STANDARD TERMS. This Agreement shall be binding upon and inure to benefit the successors and assigns of the parties. This Agreement shall not be assigned without the prior written consent of the other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The captions of paragraphs are for the convenience of the parties and shall not affect the meaning or interpretation of this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements of the parties. This Agreement may be amended only by a written document signed on behalf of both parties. In the event of any disputes, the Buyer and Kumau agree to refer the dispute to mediation. If mediation is unsuccessful, Buyer and Kumau agree to be bound by the results of binding arbitration. In the event of any litigation arising out of this Agreement, parties shall pay their own legal fees, costs, and expenses. Buyer acknowledges and accepts that all legal matters are subject to the laws of Hawaii and will be addressed via the local court systems within the jurisdiction. Buyer also agrees to hold harmless and indemnify Kumau from any negligence or actions of the Buyer or Buyer's agents.

STANDARD TERMS AND CONDITIONS 2018

HOW WE DO THINGS HERE

1. The Buyer signs livestock purchase agreement for two years and decides how many partial interests in cows or lambs they wish to purchase and pick up at each of the semi-annual pick-up dates. NOTE: we do not sell lamb shares unless the Buyer also purchases beef shares. 2. Buyer returns the livestock purchase agreement with a deposit equal to the amount owed for the first beef pick-up. 3. Sixty days before each pick-up date, the Buyer gets a reminder about the upcoming pick-up date, the quantity that the Buyer ordered, and the price that must be paid by thirty days before the pick-up date. 4. Buyer either pays by cash, check or credit card for the upcoming purchase by thirty days before the pick-up date. 5. Buyer picks up Buyer's purchase during the pick-up period at Kumau Ranch or designated location. 6. Within the two year period, the Buyer may notify Kumau that they want to use the original deposit for payment for the Buyer's final pick-up and to terminate the livestock purchase agreement. If the Buyer has not picked up any product within two years, the Buyer's deposit may be refunded at the end of the period.

1/8 INTEREST IN A COW COSTS \$300 AND CONSISTS OF: approximately 25 pounds of hamburger *and* approximately 25 pounds of mixed cuts, including steaks, shanks and brisket

1/2 INTEREST IN A LAMB COSTS \$90 AND CONSISTS OF: approximately 12-15 pounds of lamb, all of one side in mixed cuts and including one leg.

WE AIM TO PLEASE

1. Purchase of Livestock. Let us know as far in advance as possible if you need to increase your purchase or need to make a special purchase in between scheduled pick up times. **2. Special Requests.** If you need special cuts, let us know so we can try to meet your needs. **3. Skipping a Pick up.** Let us know if you can't make a pickup in advance so we can make the necessary adjustments.

8. Description. THE FOLLOWING LIVESTOCK IS BEING PURCHASED AND IS COVERED BY THIS AGREEMENT:

TYPE livestock (i.e.1/8 Cow or 1/2 lamb)	ID Number	Comments	Approximate Pick-up Date	Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total			Deposit	

_____ In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written.

Buyer: _____

Printed Name: _____

Mailing Address: _____

Telephone _____

Email _____

Seller: **Kumau Cattle Company, LLC**

By: _____ Printed Name

_____, Member

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