

Hay Sale Agreement

This sale is entered into subject to the following understandings:

1. The buyer has the right to inspection and/or testing of the hay before purchase at the buyer's expense.
2. Even though statements of quality are believed to be accurate to the best of the seller's knowledge, a pre-delivery or pre-pickup inspection by the buyer is required if these quality statements are to be contested.
3. The seller cannot, and does not, guarantee the absence of any blister beetles, toxic weeds, mold, or other contaminants in the hay sold by the seller.
4. Seller does guarantee that the hay was harvested in accordance with any label restrictions relative to pesticides.
5. Forage analyses performed on this particular lot are believed by the seller to be properly collected and analyzed, and, as a matter of practical concern, represent the lot of hay being sold. Any variation of subsequent forage analyses on this lot shall not be the basis for return of the hay, refunds, or other claims against the seller.
6. The buyer's exclusive remedy under this contract is replacement of the hay.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Other Agreements: _____

Attach any copies of forage analyses, scale tickets, checks written, or other pertinent information.