

Custom Hatching | Incubation Contract

Hatchery: The Littles Oasis Hatchery
Contact: Megan Veraldi
Address: 2027 Country Trails Drive
City, State: Clayton, NC **Zip:** 27520
Phone: 910.777.3904
Email: thelittlesoasis@gmail.com

Customer: _____
Contact: _____
Address: _____
City, State: _____ **Zip:** _____
Phone: _____
Email: _____

An agreement to hatch is a contract; thus, why we utilize the following contract for custom hatching orders. This Custom Hatching Contract must be completed by any customer who places a custom hatch order.

The Littles Oasis Hatchery will provide hatching services to Customer, and Customer agrees to pay _____, as specified in this Contract.

This Contract begins on the date signed below and once the deposit in the amount of _____ is received in full. This Contract ends when chicks are picked up by Customer or upon written agreement between both parties. Thereafter, The Littles Oasis Hatchery and Customer are relieved of all obligations and liabilities pertaining to this contract.

TERMS AND CONDITIONS

Customer shall read contract in its entirety. The Littles Oasis Hatchery does not rear one poultry breed, we raise a variety of breeds. Therefore, you will need to mix and match which chicks you prefer. Please complete the portion of this contract where it allows you to fill in what types and number of chicks you would like to add to your order.

We require a 50 percent non-refundable deposit before beginning incubation. The remaining balance is due upon chick pick-up. Chicks must be picked up within 48 hours of hatch. After that, the chicks have exhausted the nutrients they absorbed from their yolk sac and must be provided food and water. If the chicks have not been picked up within 48 hours, we must provide room and board. Providing room and board goes beyond the terms of this contract, which was to solely provide custom hatching services. In the even this happens, we require an additional \$5 per day to house tardy pick-ups. After one week, our clients waive their rights to these chicks, and we offer them up for sale to our adopt-an-egg list.

CHANGES TO ORDER

Adjustments can be made to your order by contacting The Littles Oasis Hatchery by calling 910.777.3904 or sending an email to thelittlesoasis@gmail.com prior to your order going into "process". In other words, if your eggs have already been set in the incubator, depending on the extensiveness of the

changes, The Littles Oasis Hatchery reserves the right to request a minimum of a \$10.00 order change fee.

- **COMMON ORDER CHANGES**
 - Add or remove chicks from an order.
 - Change your hatch date.
 - Update Customer contact phone number.
 - Update Customer contact address.
 - Change your substitution preferences.

POULTRY RETURNS

No Returns allowed. Remember we are dealing with live poultry which are perishable in nature. Additionally, for biosecurity reasons, there are no return options available for any reason.

SUBSTITUTION POLICY

Periodically, a breed may not hatch as well as expected. Those who have placed a custom hatch/incubation order, must let us know in their Hatching | Incubation Contract if they would be willing to accept substitutions and if so, what breeds are acceptable. When a requested breed on a custom hatch | incubation order placed for some reason does not hatch as expected, we will notify you immediately via a phone call and email. If we're unable to reach you, or you're unwilling to accept substitutions, your custom hatch | incubation order will be partially filled with the breeds that did hatch as expected or rescheduled at our discretion.

- **A RESERVED HATCH DATE CAN CHANGE** - All efforts are given to accurately predict a hatch date for your custom hatch | incubation order as well as reserve eggs necessary to fulfill your order. However, this entails predicting the numbers of eggs to be laid in the future as well as forecasting hatchability. Occasionally, although rare we must roll a custom hatch | incubation order to another date if we have an incubator/hatcher go down or problem collecting the necessary number of eggs to fulfill the placed order.

DEPOSITS AND FINAL PAYMENT

Payment must be made in U.S. Dollars. We accept payment in the form of PayPal, cash, Venmo, or credit card. All forms of payment must clear before we begin the incubation process.

Deposits, including partial deposit payments, are only refundable if The Littles Oasis Hatchery fails to provide chicks. Deposits, including partial deposit payments will not be refunded if Customer cancels Contract without concurrence of The Littles Oasis Hatchery, if Customer fails to make final payment as agreed to above if payment fails to clear The Littles Oasis Hatchery bank or if Customer fails to accept chicks by pick up date (unless agreed to in writing by The Littles Oasis Hatchery). This is necessary as The Littles Oasis Hatchery prioritizes its breeding schedule and commitments based on deposited received and will incur costs to board and re-market chicks.

Customer may have to wait for a later delivery if The Littles Oasis Hatchery anticipates not to have the appropriate number of chicks required to fulfill order; this situation does not automatically require a refund of deposit.

MAREK'S VACCINATION

The Marek's vaccination is an optional service that we offer on any poultry. Exposed poultry can become infected with Marek's regardless of whether or not they have had they vaccination or not. The vaccination itself gives poultry a chance to build a resistance and reduces the instances of symptoms developing. Unfortunately, there is no cure for the disease, but certain breeds are more prone to it than others. The Littles Oasis Hatchery is not responsible to loss or damages due to [Marek's Disease](#) even if your poultry was vaccinated. It is solely up to the customer whether or not they would like to have their poultry vaccinated or not. The cost for vaccinating your poultry is \$1.00 a bird.

CUSTOM HATCHING EGG INSURANCE POLICIES

- The Littles Oasis Hatchery agrees that chicks provided at time of pick-up will be of sound health.
- The Littles Oasis Hatchery is not responsible for the health or welfare of the livestock, including any latent (hidden) physical defects or illnesses (including inability to breed or nurture offspring as breeder poultry).
- Live poultry and mortality or morbidity not guaranteed after Customer has picked up chicks safely and in a timely manner (within 48 hours of hatch). The Littles Oasis Hatchery is unable to refund or replace any poultry after Customer has picked up their full count of live healthy custom hatch order. Our pricing is not setup to incur these types of expenses and risk beyond this point.
- Buying live poultry has inherent risk of successfully raising them and is a Customer's risk. Sometimes things go wrong without any real reason that can be determined even when care instructions are followed.

NUMBER OF EGGS

- Our minimum order is three chicks.
- Our maximum order is twenty chicks.

BREED SELECTION

Roosters	Hens
Easter Egger	1. Silver Laced Wyandotte 2. Golden Comet 3. Barred Rock 4. Ameraucana-Brahma 5. Easter Egger
Lavender Orpington	1. Buff Orpington/Easter Egger Mix

TYPE AND NUMBER OF CHICKS

- 1. _____ \$ _____ each
- 2. _____ \$ _____ each
- 3. _____ \$ _____ each
- 4. _____ \$ _____ each
- 5. _____ \$ _____ each
- 6. _____ \$ _____ each
- 7. _____ \$ _____ each
- 8. _____ \$ _____ each
- 9. _____ \$ _____ each
- 10. _____ \$ _____ each
- 11. _____ \$ _____ each
- 12. _____ \$ _____ each

SUBSTITUTION PREFERENCES – Willing to accept substitutions? YES NO

- 1. _____ \$ _____ each
- 2. _____ \$ _____ each
- 3. _____ \$ _____ each
- 4. _____ \$ _____ each
- 5. _____ \$ _____ each
- 6. _____ \$ _____ each
- 7. _____ \$ _____ each

ORDER TOTAL: \$ _____

50% DEPOSIT DUE UPFRONT: \$ _____

Both parties agree that this contract will be interpreted under the applicable laws of the State of North Carolina. If any provision this Contract is held unenforceable all remaining provision of this Contract shall remain in full force and effect.

This Contract may be modified in writing only and must be signed by both parties. Email messages confirming agreement by both parties will suffice and be considered as modifications to this contract.

The Littles Oasis Hatchery: Signature: _____ Name: _____ Date: _____	Customer: Signature: _____ Name: _____ Date: _____
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