



Inky Dink Dalmatians, LLC

110 South Delsea Drive
Cape May Court House, NJ 08204
(973) 703-7665
inkydinkdalmatians@gmail.com

BILL OF SALE / SALE CONTRACT FOR DOG OR PUPPY (the "AGREEMENT")

THIS AGREEMENT made the _____ day of _____, 2024 by and between:

Buyer: _____

Address: _____

Phone: _____ Email: _____ &

Seller: Inky Dink Dalmatians, LLC
110 South Delsea Drive (also known as Route 47 South)
Cape May Court House, NJ 08210
Phone: (973) 703-7665 Email: inkydinkdalmatians@gmail.com

UPON PAYMENT of the sum of \$ _____, PLUS \$ _____ TAX, paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following Puppy/Dog (the "Dog") to Buyer:

Name of Dog (if any): _____

Breed: _____ Bred by Seller?: Y N

Color: _____ Date of Birth: _____ / _____ / _____ Sex: M F

Registration # (if any): _____

Sire Name: _____ Sire Registration # (if any): _____

Dam Name: _____ Dam Registration # (if any): _____

Date acquired (if applicable): _____ / _____ / _____ State of Health: _____

The Buyer and Seller (the "Parties") acknowledge that the attached Terms and Conditions constitute part of this Bill of Sale/Sale Contract for Dog or Puppy, and the Buyer and Seller accept and agree to be comply with and be bound by said attached Terms and Conditions governing the purchase and sale of the Dog or Puppy, including all terms contained in our Information Pages and Website regarding terms of sale and deposit.

Signature of Buyer
Date: _____

INKY DINK DALMATIANS, LLC
/s/ by Chantel Semanchik, Managing Member
Signature of Seller
Date: _____

TERMS AND CONDITIONS
(WHICH CONSTITUTE PART OF THE BILL OF SALE/SALE CONTRACT FOR DOG)

1. Deposit, Payment of Purchase Price, Fees

(a) Buyer has paid a deposit of \$ _____, to secure a spot on our waiting list (this deposit is non-refundable).

(b) An additional deposit of \$ _____ is due at the time of selection of a puppy, and with the signing of this Contract. The total \$ _____ Deposit (\$ _____ of the amount advanced for Tri-Colors) is non-refundable as follows:

(1) Buyer forfeits the deposit and any rights to any puppy/dog if Buyer fails to fully sign this Contract and Bill of Sale, and return it to Seller within 10 days of paying the deposit required under paragraph (b) above, and choosing a puppy. (Seller must receive the fully signed contract by the 11th day from date of payment of the aforementioned deposit.)

(2) Buyer forfeits the deposit and any rights to any puppy/dog if Buyer fails to pay the balance due within 10 days of the agreed delivery date, as stated in paragraph (d) below. (The full amount due must be received by the Seller no later than the 11th day after the agreed delivery date stated in paragraph (d), whether or not the puppy is picked-up.)

(3) Buyer forfeits the deposit and any rights to any puppy/dog if Buyer fails to complete the purchase of the puppy/dog for any reason.

(c) The balance of \$ _____ is due on or before _____. No puppy/dog can be release until full payment is made, in cash or certified funds – NO EXCEPTIONS.

(d) The expected delivery date is _____, or such other date as the parties may mutually agree.

(e) Payment of the balance may be made by cash, cashier's check, money order, Venmo or CashApp.

(f) In the event that the Dog is not available due to sickness, death, or any other circumstance due to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies with a suitable puppy.

(g) A boarding fee of \$ 10.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date (a 5 day grace period applies before charges will accrue), and must be paid in advance of picking up the puppy/dog.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer, subject to paragraph 3 below.

3. Agreement To NOT Breed

BUYER SPECIFICALLY AGREES THAT HE/SHE IS BUYING THIS DOG AS A COMPANION ANIMAL ONLY, AND WILL NOT BREED THE DOG UNDER ANY CIRCUMSTANCES. BUYER ACKNOWLEDGES THAT THIS AGREEMENT NOT TO BREED WAS AN INTRIGAL FACTOR IN NEGOTIATING THE PRICE OF THE DOG. The Buyer specifically agrees to have the Dog spayed or neutered as soon as it is old enough, at or near the age of six (6) months, or no later than eight (8) months of age. No transfer of any chip registration, AKC registration, or any other indica of ownership will be completed or provided to Buyer until Seller receives verifiable evidence that the Dog has been spayed or neutered. Buyer acknowledges that the price for a breeding quality dog is more than twice the amount paid by Buyer. Buyer also acknowledges that Seller has proprietary interest in protecting the lineage of her breeding animals, and has the absolute right to strictly control which animals that she sells which may be bred. Buyer agrees that any breeding of the Dog shall terminate any health guarantee made by Seller and constitute a material breach of this Agreement. BUYER SPECIFICALLY AGREES THAT HE/SHE WILL BE LIABLE TO SELLER IN THE AMOUNT OF \$2,000.00, PLUS ATTORNEY FEES AND COSTS, IF THE DOG IS BRED. Buyer agrees that this amount is fair and reasonable compensation for such a breach of this contract. If it is determined that Buyer entered into this agreement with the intention to breed the dog despite this restriction against breeding, Buyer specifically agrees, knowingly and intentionally, that Seller will be entitled three times this amount (\$6,000.00), as reasonable damages, plus Attorney Fees and Costs. If suit is necessary to enforce this provision, Buyer consents to Seller initiating suit and obtaining a judgment against Buyer in the amount(s) of reasonable damages stated herein for any breach of this agreement by Buyer. Buyer understands that this contract and specifically this consent will be used in Court as Buyer's confession of judgment for any breach of this contract and for the laws of the State of New Jersey to govern the enforcement of the terms of this agreement.

Buyer Acknowledges this Agreement not to Breed; understands that breeding the dog purchased under any circumstances would constitute a material breach of this agreement; acknowledges and agrees to the stated amounts of damages for breaching this agreement; agrees that the damages stated are reasonable damages for such a breach; and knowingly and intentionally consents to judgment being entered against him/her/them to enforce this contract and specifically this provision.

(Witness- Print name and address below)

(Signature of Buyer)



4. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

(a) Seller is the true and legal owner of the Dog and that Seller has full legal rights and authority to sell the Dog.

(b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance, unless stated herein.

(c) Seller guarantees that the Dog is a purebred dog or "hybrid" offspring of the purebred sire and purebred dam set out on page 1 of this Agreement. Notwithstanding, Seller makes no guarantees or warranties that the Dog will be of any certain size or color or coat quality as breeding is not genetically

exact. Buyer agrees to rely upon its own research regarding qualities and size of the breed and or hybrid and acknowledges that the Seller makes no guarantees other than those specifically listed in the Sale Contract.

5. **Fitness of Purpose**

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific or particular purpose, including but not limited to obedience trials, show ring performance, and/or breeding purposes. Temperament issues are not covered by any health guarantee set forth in this Agreement.

6. **Health Warranty and Remedies available to Buyer in case of Illness or Death**

(a) Seller represents and warrants to Buyer that the Dog is in good health, and free of communicable diseases at the time of this sale. Seller has conducted a veterinarian health check within fourteen (14) days prior to pick-up/delivery of the Dog, and has followed vaccination and deworming protocols as outlined by the Seller's veterinarian.

(b) Buyer MUST have the dog examined by his/her licensed veterinarian within five (5) business days from the date of pick-up/delivery, at Buyer's sole cost and expense, to verify the Dog's health. Buyer understands that certain test, especially those for Parvo, may give false positive results depending on how close in time the same are done after the dog's last vaccinations.

(c) Seller offers FREE pet insurance for the first thirty (30) days after purchase, which will cover your new pet for a variety of possible medical issues not covered by Seller's health warranty. Because it's free, we require all customers to sign up for this cover at the time of, or just prior to, delivery.

(d) In the extremely unlikely event that the Dog fails the health examination, Buyer must follow all requirements in the attached Notice, marked Exhibit B, and incorporated herein by reference. Buyer shall be responsible for any and all transportation costs associated with the return of the Dog to Seller.

(g) Buyer understands accepts that any health guarantee contained herein covers only the original Buyer and is not transferable.

(i) Once Buyer takes possession of the Dog, Buyer is responsible for the Dog's environment, exposure to injury and health, including all costs associated with the same. Seller has provided Buyer with ***New Dog/Puppy Care Instructions***, attached as Exhibit A. Seller will **NOT** be responsible for the care or replacement of any Dog due to heat stroke, abuse/neglect, or improper socialization, which occurs after pick-up/deliver to Buyer.

(j) Buyer agrees that she/he has thoroughly researched the breed of the Dog purchased, and understands the many health issues that the breed being purchased can possess. Should the Buyer discover a congenital defect or condition in the Dog after the 14 days immediately following pick-up/delivery of the dog, for up to one year from the date of sale, Seller hereby offers Buyer the option to bring the dog back to Seller and exchange the defective dog for another dog of equivalent value. The defective dog will then be donated as a service dog or adopted out to a good home.

(k) To ensure that Buyer does not euthanize the Dog, or take it to an animal shelter, Seller agrees to accept return of the Dog at any time during the Dog's lifetime. Seller will not issue a refund or provide

another Dog to Buyer unless Seller at her/his sole option elects to do so. However, Seller will warrant the safety of the Dog, and guarantees to find it a loving home.

7. **Buyer's Representations**

Buyer represents to Seller that:

(a) Buyer has read and understands completely and agrees to the terms and conditions set forth the attached *New Dog/Puppy Care Instructions*, Exhibit A hereto.

(b) Buyer acknowledges that the Dog comes with up to date vaccinations, and agrees not have the Dog vaccinated within the first ten (10) days of receiving the Dog in order to avoid over-vaccination.

(c) Buyer agrees that the Dog will reside with Buyer as companion pet to Buyer and Buyer's family unless otherwise agreed to in writing by Seller and Buyer.

(d) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will or unconfined.

(e) Buyer will provide the Dog with nutritious food every day and necessary veterinary care, including deworming, heartworm prevention, flea prevention, regular vaccinations (including rabies) and as further outlined in the attached Puppy Care Instructions.

(f) Buyer warrants and represents that she/he is not acting as the agent or representative of, or in any way on behalf of or in concert with, any other person, business, organization or entity in the purchase of the puppy/dog.

(g) Buyer warrants and represents that she/he will not under any circumstances sell, give, transfer or release the puppy/dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent or representative of any such business, facility, organization or entity.

(h) In the event Buyer wishes to sell or otherwise transfers ownership of the Dog to a new owner, Buyer shall first contact Seller and allow Seller the option to purchase the puppy/dog for the same terms, and, if Seller declines, Buyer will ensure that the new owner agrees in writing to comply with the terms of this Agreement.

(i) Buyer certifies that she/he is not a paid worker, member or volunteer for any animal rights groups such as, but not limited to, the Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA), Society for the Prevention of Cruelty to Animals (SPCA), People for the Ethical Treatment of Animals (PETA), or any such similar organization (on either a national, state or local level).

8. **Indemnity and Release**

If any act, omission or failure to act on the part of Buyer shall result in any claim or suit for any kind of loss, damage, injury, death, or liability against Seller, Buyer agrees to hold harmless and fully indemnify, defend Seller against any and all claims. In addition, Buyer shall take financial responsibility and pay all of Seller's costs and expenses, including reasonable legal fees, for any amount paid in settlement and/or for any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or

damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and/or injury, illness or damage to any person.

9. Limitation of Action

Notwithstanding any federal, state or local statutory, ordinance or legal provision to the contrary, Buyer and Seller contractually agree that any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any litigation or arbitration shall take place in the governing State listed above.

11. Entire Agreement

This Agreement, **including *New Dog/Puppy Care Instructions***, Exhibit A, New Jersey Pet Purchase Protection Law notice, Exhibit B, the attached forms and any and all terms stated in our “What you MUST do to join our Canine Family” instructions, represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied. Any additions, deletions or changes to this Agreement or any of the terms of any of our forms, shall be set forth in writing, dated and signed by Buyer and Seller. The only warranties given under this Agreement are those expressly set forth herein. Buyer acknowledges that by signing this **Bill of Sale/Sale Contract**, she/he is entering into a legal and binding contract, has had the opportunity to have all terms of this agreement reviewed by an attorney, and understands and agrees to all the terms hereof.

Date

Signature of Buyer

Date

Signature of Seller

Acknowledgement of Receipt

By signing this document below, the Buyer agrees that she/he understands this Agreement in its entirety and acknowledges receipt of the Dog into their possession.

Date

Signature of Buyer





EXHIBIT A

New Dog/Puppy Care Instructions

MUST READ!

Congratulations on your new dog/puppy! We hope to help make your experience a positive one for you and your family. New puppies need specific care in the first weeks and months in their new environment. Your puppy will need to transition from his/her current home to his/her new home, and it is very important for your puppy's health that you read and follow our guidelines closely.

1. Transport your new puppy home in a pet transport crate. This crate will also serve as the puppy's kennel for the first few months to make them feel safe and secure. Providing your puppy or dog with an indoor kennel crate can satisfy their instinctive need for a den-like enclosure. Besides being an effective housebreaking tool (because it takes advantage of the dog's natural reluctance to soil its sleeping place), it can also help reduce separation anxiety, prevent destructive behavior (such as chewing furniture), keep a puppy away from potentially dangerous household items (i.e., poisons, electrical wires, etc.), and serve as a mobile indoor dog house which can be moved from room to room whenever necessary. We encourage you to learn about the benefits of crate training your new puppy.
 - New puppies need to be house broken. So far, your puppy has been in a pen with other puppies, on bedding that makes it easy to clean up puppy messes. He/she has no idea about "holding it" or going for walks or where they shouldn't go poop or piddle. You will want to start out by taking your puppy out often, at least every hour or two, to the same spot outside. Everyday should start with a potty break as soon as you wake up, and every meal and play time should end with a walk. Reward them with treats whenever they poo or piddle where they're supposed to. Remember, he/she is just a baby and needs you to teach him/her how to behave.
2. **DO NOT take your new puppy to pet parks or around unvaccinated dogs or pets until your puppy has received ALL the recommended 1st year shots!** Your puppy will have gotten his/her first few rounds of shots from your breeder, but a puppy old enough to go to his/her new home is not old enough for some recommended 1st year shots, so he/she will be vulnerable to catching illnesses in the environment or from other dogs which could be deadly. **YOU MUST take your puppy to your vet as soon as possible after you get home and work out when your puppy can be fully inoculated, and when it is safe for him/her to be around other animals.**
3. Wait a few days before introducing your new puppy to existing pets, and avoid excessive and rigorous play and unsupervised contact with young children during that period. New puppies need a lot of quiet time to rest. Too much playtime can stress the puppy. Put the puppy in its crate and leave it alone for regular naps. Remember everything is NEW for the puppy and the puppy needs time to acclimate to his/her new home.
4. **The most important thing is to make sure that your new puppy eats and drinks.** We recommend feeding the food we send home with you to transition your new puppy into their new home and

atmosphere. Changing food abruptly can cause digestive problems. Do not give your puppy bones, table scraps, milk, or treats. Any change in diet will upset the puppy's stomach. If you want to change your puppy's food, we recommend you do it gradually.

5. Keep your new puppy inside and warm in the winter, and cool and shaded in the summer.
6. **COCCIDIOSIS** or Coccidia in dogs, is a parasite which can be commonly found in puppies. Coccidia can become a problem during stressful periods such as transport, relocation, and entrance to a new environment. Some of the first signs of this problem is a bloody or loose stool, or diarrhea, lethargy, and not eating or drinking. If you notice these systems, take your puppy to your regular vet for evaluation and treatment immediately. Coccidia can be easily treated if you are alert and seek veterinarian help early on.
7. **Your breeder and veterinarian is your best resource for information for solving most puppy problems or concerns. We are here to help you and make sure your puppy experience is a positive one. Be sure to call us sooner than later.**
8. Feeding and Special Instructions (per Breeder): new home.
 - Dalmatians are prone to forming kidney stones due to a missing gene in their system needed to break down purines. This is a common health issue with all Dalmatians. We do not cover any expenses associated with kidney stones, crystals or anything that has to do with the urinary tract, kidney, bladder or urethra, nor do we guarantee that your dog will not have any issues as those described here. It will be your responsibility to feed your dog a proper diet and monitor their urinary tract health.
 - Dalmatians are prone to deafness. Since this is something the dog would be born with, it will be ready apparent if the puppy has full or partial deafness (partial deafness is harder to detect). Your breeder gives every puppy a hearing test, so your puppy will come with a certificate establishing any hearing difficulty. Since any such condition would be disclosed to you in advance, and the price of the puppy adjusted accordingly, this would not be a reason to return the dog or claim reimbursement for any expenses. Even deaf or partially deaf dogs make great companions, but it is imperative that you take the time to learn how to communicate. Deaf dogs should not be bred, however, but this should not be a problem since all our dogs are sold as companions, with strict agreements against breeding.
 - Dalmatians are very intelligent and full of energy. They always want to be where the action is, and so leaving them along for long periods may be asking for trouble. Without exercise, you could end up with a frustrated, destructive Dalmatian. Provide as much training as you can, and make exercise a daily routine. Dalmatians were bred to be coach dogs (to follow a coach and horses), so there is no such thing as too much exercise for these dogs. Dalmatians make wonderful companions for jogging and long walks.
 - Every Dalmatian has a unique pattern of spots on his/her coat, like a fingerprint. You will always be able to identify your puppy from his/her spots. Something else you should know, Dalmatians shed all year, so regular brushing is recommended.

- Fun fact about Dachshunds, they are affectionately called “weiner dogs”. Most people assume they were named after weiners because their long bodies somewhat resemble hotdogs, but in truth it was the hotdog that got its name from the Dachshund breed, not the other way around. The original “dachshund” or “little-dog” sausage was invented in Germany in the late 1600s, and named after the cute, lanky dogs. It’s claimed the sausages were renamed “hotdogs” in America around 1901 while being sold in New York at a sports event, because the guy selling them couldn’t spell Dachshund.
- Dachshunds are renowned for their stubbornness, but they are also highly intelligent, quick to learn, notoriously curious, eager to please, but not always wise in their inquisitive pursuits. They will require obedience and house training if they will be a successful addition to your household. They are good tempered by nature, but will require socialization.
- Back problems and mobility issues are among the most common Dachshund health issues. Due to their long torso, spinal disease and back injuries occur more frequently in Dachshunds than in other breeds. They are also prone to obesity and knee problems. You can help avoid these things with proper care and supervision, and by remembering your doxie has little legs, and should avoid jumping or climbing stairs. A little lift from you here and there will go a long way to keeping your little friend healthy and mobile.
- Dachshunds are one of the most diverse breeds. They come in 2 sizes, standard and miniature, and an array of 15 different colors, 6 patterns and combinations of markings, and 3 distinct coat varieties. That means you’re sure to find a variety of doxie that suits everybody’s preferences.



Inky Dink

New Jersey's Pet Purchase Protection Law

Purchasing a Pet

consumer**brief**

THE PET PURCHASE PROTECTION LAW:

- Requires that cage labels contain the name, street address, web address, and license numbers for each animal's breeder and broker. Labels must also include the date and place of each animal's birth; its age, sex, and identifying markings including any tag, tattoo, collar number, or microchip information; the date of its initial medical exam and the name and address of the vet who examined it.
- Mandates on-cage display of the "Know Your Rights" sign informing consumers that stores are required to prominently display the two (2) most recent inspections of the facility in which an animal was bred and housed prior to sale. The sign must direct consumers to request any undisplayed reports and inform consumers concerning how to obtain more information about inspections.
- Requires that an animal be examined by a veterinarian within five (5) days of being offered for sale and that those results be included in the animal's history and health certificate.
- Mandates that if an animal was examined more than 14 days before it is purchased, the pet must be re-examined within three (3) days of delivery to the consumer (unless the consumer declines the re-examination in writing).
- Forbids the sale of any animal purchased from a breeder or broker who doesn't hold required state and federal licenses; has violated certain animal welfare laws in the past two years; or has refused to grant inspectors access to its facilities within the past two years.

Be an Informed Consumer...
We can Help!

CONSUMERS' RIGHTS UNDER THE LAW

Consumers may be entitled to restitution if an animal becomes seriously ill or dies within 14 days after the date of purchase and a veterinarian certifies within that 14-day period that the animal was unfit for purchase under **New Jersey's Pet Purchase Protection Law**.

It is the consumer's responsibility to have the animal examined by a veterinarian and to obtain the written certification. **This certification is required** in order to apply for restitution and must be presented to the pet store where the animal was purchased.

CONSUMER RESTITUTION

Different types of restitution are available to the consumer. **It is the consumer's decision regarding the form of restitution to accept.**

The restitution choices include returning the animal and receiving a refund or a replacement animal, or keeping the animal and being reimbursed for veterinary fees.

After the consumer selects the preferred form of restitution, the pet store must provide the restitution within 10 days.

Consumers can call Consumer Affairs to file complaints against pet stores – **1-800-242-5846** (toll free within N.J.) or **973-504-6200**.

973-504-6200 ■ **800-242-5846** (toll free within New Jersey)

Web site: www.NJConsumerAffairs.gov

800-242-5846 ▶ **New Jersey Division of Consumer Affairs**
www.NJConsumerAffairs.gov

