

Reed's Sunset Acres L.L.C.

BILL OF SALE/SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the ____ day of _____, 20____ by and between:

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

- AND - Seller:

Name: _____ Heather Reed _____

Address: _____ 1497 E. Birch Run Rd, Burt, MI 48417 _____

Phone: _____ 989-295-8005 _____ Email: _Heatherreed@reedssunsetacres.com_____

UPON PAYMENT of the sum of \$_____ 2000.00 + tax = 2120.00_____ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Below to be filled out by Reeds Sunset Acres L.L.C.

Name of Dog:	
Breed: Labrador Retriever	Color:
Date of Birth:	Sex:
Registration # (if any):	
Sire Name:	Sire Registration # (if any):
Dam Name:	Dam Registration # (if any):
Bred by Seller? Yes	Order of Pick filled out by Reeds Sunset Acres _____ Male / Female Black /Yellow
State of health:	

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$__200.00__(non-refundable) with payment of the balance of \$__1920.00__ due upon release of the Dog to Buyer. The expected delivery date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash or PayPal.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within 7 days of the agreed delivery date or
- (c) Buyer returns the puppy for any reason

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing 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.

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.

3. Seller's Representations

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 7 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 7 day period will nullify this return policy. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.
- (e) Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer is responsible for all medical costs of their puppy. (No refunds will be given)
- (f) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.

4. Buyer’s Representations

Buyer represents to Seller that:

- (a) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (b) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- (c) This is a non transferable agreement if the dog is sold to someone else

5. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller’s costs and expenses, including reasonable legal fees, any amount paid in settlement and 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 injury to any person.

6. Guarantee

Each puppy will have a 2-year hip/elbow guarantee against severe dysplasia and a lifetime health guarantee against all the hereditary diseases known to Labradors that we test against, Centronuclear Myopathy, Degenerative Myelopathy, Exercise-Induced Collapse, Hereditary Nasal Parakeratosis, Progressive Retinal Atrophy, Progressive Rod-Cone Degeneration, Retinal Dysplasia/Oculoskeletal Dysplasia 1, and Skeletal Dysplasia 2.

If your puppy is diagnosed with hip or elbow dysplasia with a rating of Severe by OFA and was not caused by environment or test positive with one of the tested diseases and Life Abundance dog food and NuVet vitamins are used 100% of the time - Guarantee refund options are :

Option 1 - Keep the puppy - you will be given the full cost of the puppy back minus the \$200.00 non refundable deposit and Reeds Sunset Acres is no longer responsible for the dog and you will be responsible for all care of the dog

Option 2: you can give the puppy back and get a pick from the next litter that is available.

In order to keep that guarantee, you must keep your puppy on Life’s Abundance dog food/supplements and NuVet supplements for its entire life.

This Guarantee will be voided if non approved food or supplements are given to the dog.

6. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Date _____ Signature of Buyer _____

Date _____ Signature of Seller _____

Acknowledgement of Receipt ----I acknowledge that I have received the Dog into my possession.

Date _____ Signature of Buyer _____