

Emerald City Dalmatians

Bill of Sale/Sales Contract For Puppy

This agreement made the _____ day of _____, 2020 and between

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

-AND-

Seller:

Name: Kelley Tubbs

Address: 3509 Russell Rd. Centralia, WA 98531

phone: 760-818-6334

Email: dynamicdsx4@gmail.com

Kelley Tubbs, representative of Emerald City Dalmatians (hereinafter "seller" or "breeder") agrees to sell this puppy/dog to the purchaser (hereinafter "owner" or "buyer")

UPON PAYMENT of the sum of \$ _____ paid by "Buyer" to "Seller" (purchase price)

Name of dog: _____

Breed: _____ Color: _____

Date of Birth: _____ Sex: _____

Microchip # _____

Sire Name: _____ Dam Name: _____

Bred by seller: Emerald City Dalmatians

THE PARTIES ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS GOVERNING THE PURCHASE AND SALE OF THE DOG.

Signature of Buyer _____ Date: _____

Signature of Seller _____ Date: _____

Terms and conditions

1. Deposit, Payment of purchase Price, Fees

Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due upon release of the dog to buyer. The expected pick up date is _____ or such other

date as the parties may mutually agree. Payment of the balance may be made by cash, Venmo, Zelle, Cashiers check or PayPal (4% surcharge applies). 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.
- (b) Buyer fails to pay the balance of the purchase price within 4_ days of the agreed pick up date.

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 circumstances owing to the fault of the seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$25_ per day will be charged for each day the dog is boarded by seller past the agreed pick up date.

2. Transfer of Ownership

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 and Warranties

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 Dalmatian, 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.
- (e) This guarantee does NOT cover cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, Umbilical hernia, Dermatitis, Demodetic mange, Urinary stones, Kidney stones. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Dalmatian breed and understand the health issues they can possess. Buyer is responsible for all medical costs of their puppy. This guarantee covers only the original Buyer and is not transferable.

(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 dogs return was a result of any misrepresentation on the part of Seller with respect to the dogs health.

4. 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 purpose, including obedience trials, show ring performance. Dog is not to be bred.

5. Buyer's Representations

Buyer represents to Seller that:

(a) Buyer must have the puppy/dog spayed or neutered by a licensed veterinarian by 1 year of age but can be fixed at any age in the meantime, but owner understands that by choosing to alter before 1 year of age can have negative effects on the puppy/dog and cause issues later on in life, and that these issues are not at any fault to the breeder.

(b) The dog will reside with Buyer as companion pet to Buyer and Buyer's family.

(c) Buyer will keep the dog in an enclosed area of adequate size, and will not allow the dog to roam free at will. Buyer will not keep the dog chained or tethered or permanently house the dog in a kennel.

(d) Buyer will provide the dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies). All veterinarian care is the buyers responsibility.

(e) Buyer is not acting as agent for any other person or business in the purchase of the dog.

(f) Buyer will not sell, give, or release the dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility, nor to any third party who is not already listed in this agreement. If buyer can no longer properly care for puppy/dog, buyer must return the puppy/dog to the breeder at the buyers expense and no refunds will be given.

g) the owner agrees to update breeder with pictures (either via text, Facebook message, or the breeders page) at age 6 months, 8 months, 1 year, and then every 6 months after that. Owner agrees to not block or unfriend the breeder on any social media. Is to remain Facebook friends with the breeder and update their address, phone number and email If It Is to change.

6. Proof of spay/neuter or Accidental breeding policy

Proof of spay/neuter Is required to be given to the breeder. There is a \$2,500 fine if the puppy/dog is not spayed or neutered by 1 year of age. Owner also understands that it is their responsibility to make sure no accidental breedings occur, and if they do they must contact the breeder Immediately. Buyer will then be required to surrender the puppy/dog and all offspring to the breeder when they are weaned at 8 weeks or allow the breeder to raise the puppies from 2 weeks before birth until weaned and allow the breeder to solely find homes for every puppy. Failure to surrender puppies will result In a \$5,000 fine plus \$2,500 for not spaying/neutering.

Buyer agrees to pay any and all of the breeders legal fees incurred due to breach of contract. Buyer will be responsible for the cost of returning the dog and all offspring to the breeder. (If dog resides in another state)

7. Return Policy

If at any point in time you can not care for or keep your dog for any reason, the animal MUST be returned to the breeder immediately, regardless of age, or condition. There will be no refund given. Any travel expenses are to be paid by the buyer, if in another state/ country buyer is responsible to fly or "ship" the puppy back to the breeder. If for any reason the dog/puppy is surrendered to a shelter, rescue, pet shop, or any other individual without the breeders written consent (and notarized), the buyer can be charged a fee of \$2,500 and breeder has the right to take custody/ may repossess the dog/puppy, regardless if sold to a third party. If this dog/puppy is sold or given to a third party without the breeders written (and notarized) consent the owner will be in a breach of contract and shall be subject to damages (fines of \$2,500 and possible theft charges).

A) If the dog/puppy is found to be fearful of people, shows signs of neglect, abuse or dog fighting. The Owner/Buyer can be charged and breeder Will Take legal action.

B) If the dog/puppy is deemed un-adoptable, and is determined the best option is Euthanizing the dog/puppy, the buyer will be charged the vet costs to euthanize.

C) if the dog/puppy is sick upon return buyer may be charged the vet fees.

D) If buyer is ever convicted or charged with animal cruelty, neglect or abuse by any local, state or federal agency, of ANY animal not just this puppy. The buyer forfeits all rights to the puppy to the breeder and the breeder will become the legal owner. Puppy must be returned to the breeder IMMEDIATELY, failing to do so will result in a \$2,500 fine.

E) breeder has the right to repossess the dog if this is violated.

F) If buyer passes away, breeder becomes the legal owner immediately and it is required that the puppy comes back to the breeder, buyer is responsible for having an emergency contact (see last page) in place in the event of a sudden death so that the breeder can get the dog back. Breeder may or may not be willing to have a family member adopt the dog, however this person will need to be interviewed as well and sign a new contract. The puppy is NOT to be given away to anyone without the breeders consent, in the event of unexpected passing of the buyer, the breeder will pay travel expenses.

8. Limited Warranty

This puppy/dog is guaranteed against communicable diseases for 48 hours from the time the dog leaves the breeder's premises. Breeder is not held responsible for injuries once the dog leaves the breeders home (the dog is fragile and should be treated as such, "like a new born baby"). All items covered under this guarantee are done strictly by REPLACEMENT ONLY (if a genetic condition is found by a vet with proof). The breeder does not give cash refunds or credit. The breeder is also not responsible for any owner incurred medical expenses. If your puppy dies within the first 48 hours breeder may offer a replacement puppy but not if you are possibly at fault for the puppy's death. (Proof of death and necropsy performed to show cause of death in

order to be considered for a replacement puppy) If you switch the puppies food, or Include anything other than the Food the puppy was on at time of purchase and your puppy gets sick, the breeder Is not responsible as the breeder strongly advises to not feed any other food than low purine foods. Breeder does not cover worms, giardia, ear mites, fleas or coccidia. The owner is aware and accepts that owning a dog includes regular(and emergency) veterinary care and understands that they will be responsible for all related incurred costs and payments. The breeder recommends obtaining health insurance on your dog.

9. Vaccinations

The puppy/dog is in good health and has received age appropriate vaccinations(by the breeder). However, this does not guarantee an immunity to disease. The puppy must receive a series of vaccines that are recommended. The puppy has also received several doses of wormer for the treatment and prevention of roundworms, tapeworms, and hookworms. Owner understands that even though puppy has been given Shot(s)/ Dewormer this does not completely protect the puppy from disease/illness, nor worms, and fully understands its not recommended by the breeder, to take the puppy anywhere until given the clear by a Vet and shots are completed.

9. Inemnity 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 all legal fees, any amount paid in settlement and any award or judgement with respect thereto. Buyer releases Seller from any and all liability, costs or damage caused by the dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

10. Microchip Agreement

Owner understands that breeder must remain on the microchip as permanent rescue contact, So that in any event if the dog is lost or surrendered the breeder is secondary emergency contact. Taking the breeder off the microchip, can result in breach of contract. In the event that the dog Is found at a rescue or was lost, the buyer may take this contract with them to show "proof of ownership" to be able to pick their dog back up from the shelter/rescue/third party, owner Is responsible for any "fees" associated with this. If the breeder must pick up the dog, buyer Is responsible for reimbursing all of the breeders costs to get the puppy/dog back.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of Washington.

12. 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.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____

Acknowledgement of Receipt

I acknowledge that I have recieved the dog into my possession.

Signature of Buyer: _____ Date: _____

Emergency Contact Info

Name: _____

Phone: _____

Address: _____
