



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: _____

Address: _____

Phone: _____ Email: _____

UPON PAYMENT of the sum of \$_____ 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:

Name of Dog:	
Breed: Bullmastiff	Color:
Date of Birth:	Sex:
Registration # (if applicable)	Limited or full registration:
Sire Name:	Sire Registration # (if any):
Dam Name:	Dam Registration # (if any):
Bred by Seller?	If no, name of breeder:
	Date acquired:
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.

Date

Signature of Buyer

Date

Signature of Seller

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 delivery date is_____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or PayPal (3% 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, or
- (b) Buyer fails to pay the balance of the Purchase Price within 2 days of the agreed delivery 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 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.

A boarding fee of \$50 per week will be charged for each week the dog is boarded by Seller past the agreed delivery date. We will be more than happy to hold your puppy while you make the arrangements to get the puppy in your possession. For puppies purchased under 8 weeks of age, we will hold the puppies until 10 weeks of age free of charge. Puppies purchased after 8 weeks of age will have 2 weeks after purchase date to pick up the puppy. Although we prefer our new puppy parents come to our home and meet the parents of their puppy, we will deliver your puppy to you up to 150 miles one-way free of charge.

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. All puppies purchased with full registration cannot be bred until they reach at least 18 months of age. Breeding before this age voids the guarantee. We must be notified of all breedings and their outcomes to those who purchase full registration. Information must include date of whelping, number of puppies, sex of puppies, color and markings along with any defects or deaths.

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 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 3 business 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 3-business day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer. This health guarantee will be null and void.

This Guarantee does NOT cover Cherry eye, Underbites which are cosmetic in nature, Entropion, Ectropion, Allergies, undescended testicles, hypoplastic vulva, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis or demodectic mange. The health guarantee covers life-threatening congenital defects apparent by 12months of age. Determination of what constitutes a life - threatening congenital defect is to be by the unanimous agreement of two veterinarians agreeable to both parties. One of these veterinarians is to be a tenured faculty member of an accredited university teaching hospital or Board Certified in the applicable specialty. If a life-threatening congenital defect is determined, the buyer can either surrender the puppy to us in which they will receive a replacement puppy or they can keep the puppy with the breeder reimbursing vet expenses up to half the cost of the puppy. Seller will NOT replace a puppy due to heat stroke, dog fighting, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Bullmastiff breed and understand the health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given). This guarantee covers only the original Buyer and is not transferable.

- (e) If the buyer can no longer care for the Bullmastiff, we must be contacted so we have the first opportunity to regain possession of the dog. Once the breeder has had first right of refusal, the buyer then may sell or give away their Bullmastiff as long as the breeder has the new owner's contact information. 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. 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, and/or breeding ability.

5. Buyer's Representations

Buyer represents to Seller that:

- (a) Buyer will have the dog spayed or neutered if breeding rights were not obtained. Please wait until at least 2 years of age to spay or neuter since spaying or neutering any earlier could stunt the growth of the Bullmastiff.
- (b) Buyer will keep the dog in an enclosed area of adequate size and will not allow the dog to roam at will. Buyer will not keep the dog chained or tethered or permanently house the dog in a kennel.
- (c) Buyer will provide the dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (d) Buyer is not acting as agent for any other person or business in the purchase of the dog.
- (e) 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.
- (f) In the event Buyer sells the dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

6. 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.

7. Limitation of Action

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.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Carolina.

9. 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