

Family Golden Legacy MN
Alexandria, MN 56308

BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY

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

Buyer:

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:
Color:
Date of Birth:
Sex:
Registration # (if any):
Sire Name:
Sire Registration #:
Dam Name:
Dam Registration #:
Bred by Seller? Yes

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

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 Venmo.

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

1. Buyer fails to complete the purchase of the Dog for any reason, or
2. Buyer fails to pay the balance of the Purchase Price within 3 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 \$25.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

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.

Seller's Representations and Warranties to Buyer that:

1. Seller is the legal and true owner of the Dog, and that Seller has full right and authority to sell the Dog.
2. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
3. 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. The puppy may never be sold to a pet store, puppy mill, or similar business. The health guarantee is not valid if the puppy is resold from its original owner.
4. The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 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-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 sole responsibility of the Buyer. This health guarantee will be null and void.
5. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. The 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.
6. Breeder does not guarantee the puppy to be without hereditary defects. We do our best to avoid passing along any undesirable characteristics which is why we have our dogs tested for such traits.
7. 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.

Fitness of Purpose

The Dog was bred as a companion animal, and the 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 purposes.

Buyer's Representations

Buyer represents to Seller that:

1. Puppies sold with limited AKC, the buyer will have the Dog spayed or neutered by the age of 12 months. Proof must be sent to the breeder. Failure to comply, a \$3,000.00 fine will be assessed, along with any legal fees. Absolutely no breeding is allowed for puppies with limited AKC, these puppies are sold as family members only. If it is found that the dog with limited AKC was bred (Pure or Mixed) the dog will be confiscated by the seller, at the buyer's expense plus all legal fees, along with a \$10,000 fine.
2. The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.
3. Buyer will keep the Dog in an enclosed area of adequate size. Buyers will not keep the Dog chained or tethered or permanently housed in a kennel.
4. Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
5. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
6. 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.
7. 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.

The Following will Void all and any Guarantee

1. The dog shows neglect or abuse.
2. The dog has experience previous trauma (broken bones)
3. The dog wasn't given proper veterinary care and fed high quality dog food.
4. The dog shows signs of lack of nutrition or obesity.

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.

Governing Law

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

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 Seller: _____