

BUCKEYE DOODLE

Thank you for choosing Buckeye Doodles for your new fur baby. This contract is written for the protection of both the Seller and the Buyer but what we consider most important is the health and general well-being of the puppy. Please read the health guarantee completely before putting a deposit on a puppy. By putting a deposit on a puppy, you agree to the terms and conditions within this contract.

Bill of Sale / Sales Contract for Dog or Puppy

This Agreement made the _____ day of _____, 20____ by and between:

Buyer Name:	
Address:	
Phone:	Email:

Seller Name: Buckeye Doodles	
Address: 342 Shannon Dr Chillicothe OH 45601	
Phone: 740-352-8254	Email: Buckeyedoodle@gmail.com

Total Price: \$	Snuggle Puppy: \$
Transaction Fees: \$	Boarding: \$
Reservation Fee: (\$)	Amount Owed: \$

Breed:	Generation:
Date of Birth:	Sex:
Color:	Microchip#
Dam Breed:	Dam Name:
Sire Breed:	Sire Name:
Spay/Neuter Required to be completed by:	

****This puppy/dog is sold as a family pet only and will not be used for breeding purposes.***

The parties accept and agree that the above information to be accurate and factual and bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date

Signature of Buyer

Date

Signature of Seller

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TERMS AND CONDITIONS

1. Reservation, Payment, and Delivery Terms

- a) The Buyer has paid a non-refundable reservation fee of \$_____, which shall be applied toward the total Purchase Price of the Dog. The remaining balance of \$_____ is due upon the Dog's release to the Buyer, pet transport service, or by the original scheduled go-home date, whichever occurs first. The expected delivery/go-home date is _____.
- b) The remaining balance may be paid by cash or invoiced through Square. If paid through Square, the Buyer shall be responsible for any associated processing fees. The Buyer acknowledges and agrees that the reservation fee is non-refundable and will be forfeited, along with any rights to the Dog, if:
- c) The Buyer acknowledges and agrees that the reservation fee is non-refundable and will be forfeited, along with all rights to the Dog, if the Buyer fails to complete the purchase or pay the remaining balance at least ____ days prior to the agreed delivery or go-home date. In either case, the Seller may offer the Dog for sale to another party without further obligation to the Buyer.
- d) If the Dog becomes unavailable prior to the delivery date due to illness, injury, death, or any other circumstance caused by the Seller, the Buyer may elect to receive a full refund of the reservation fee or apply the reservation fee to a future litter, as agreed upon by both parties.
- e) If the Buyer fails to take possession of the Dog on the original scheduled go-home date, a boarding fee of **\$25.00 per day** will be charged for each additional day the Dog remains in the Seller's care, unless otherwise agreed in writing by both parties.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price and completion of sterilization by **eight (8) months of age**, with proper documentation of sterilization, Seller shall promptly take all necessary actions to officially transfer ownership and microchip registration of the Dog to Buyer.

3. Seller's Representations and Warranties

The Seller hereby makes the following representations and warranties to the Buyer:

- a) Seller is the legal and rightful owner of the Dog and has full authority to sell the Dog. The Dog is sold free and clear of any liens, charges, or other encumbrances
- b) Seller reserves the right to spay or neuter the puppy prior to transfer to the Buyer.
- c) Seller provides a health guarantee for two years, beginning on Dog's date of birth against any debilitating genetic defects. If it is determined by a licensed veterinarian the Dog has a congenital defect that is identified within two years of the Dog's date of birth, a complete refund of the purchase price of the Dog will be issued. The Dog

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need not be returned to Seller provided there is documented support for the Dog's congenital defect sent to Seller. However, Seller will not cover any genetic disorders which are unknown to science or which no test has been developed for as of the sire and dam's date of birth.

- d) The Dog is in good health and free of known communicable diseases at the time of sale. This does not include umbilical hernia, worms, giardia, coccidian, ear yeast which are not genetic and are common in puppies. At Buyer's sole cost the puppy must be examined by a licensed veterinarian within 3 days of delivery. Failure by Buyer to have the Dog examined within the 3-day period will nullify the health guarantee. Proof of the visit must be provided to Seller within 24 hours after visit or guarantee will be nullified. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. If Buyer chooses to keep the puppy, no replacement will be given, and all medical costs and treatment will be the Buyer's sole responsibility, and this health guarantee will be null and void.
- e) This Health Guarantee does not extend to common, manageable, cosmetic, or non-life-threatening conditions, including infections or parasites (such as Giardia, Coccidia, ear yeast, and internal/external parasites), respiratory viruses or colds, hypoglycemia, improper bite (malocclusion), recessed vulva, cherry eye, undescended testicles, umbilical hernia, dermatitis or demodectic mange, allergies, bone spurs, luxating patella and other minor knee issues, loose hips or knees (including hip dysplasia), entropion or ectropion, physical injury, ingestion of foreign objects, or any cosmetic issue or other condition that does not materially affect the puppy's general health. The Seller will not replace or refund the Dog on account of heat stroke, abuse, neglect, or problems arising from improper socialization or training.
- f) Seller does not guarantee the Dog's adult size, weight, final color, coat intensity, or pattern. While the Seller may provide estimates based on the puppy's parents and past litters, these are educated guesses only. Many factors beyond genetics—including environment and development—can influence the Dog's final size and appearance, and changes may occur naturally as the Dog matures.
- g) Seller does not guarantee the Dog's temperament and is not liable for any incidents that may occur. Temperament is influenced by many factors beyond the Seller's control, including environment, training, and socialization
- h) Seller does not guarantee that the Dog is hypoallergenic. No breed is 100% hypoallergenic, and factors such as individual allergies, grooming practices, and home environment can affect allergic reactions
- i) Seller does not guarantee exact DNA mix percentage the puppy will inherit from its parentage.

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- j) The Puppy/Dog has received age appropriate vaccinations and dewormer as of the date of this agreement.
 - k) This Puppy/Dog has been microchipped and registered under the kennel name **Buckeye Doodles**. The microchip will be transferred to the Buyer once the Dog has been spayed or neutered and the Buyer has submitted both proper documentation and a clear photo of the incision site to the Seller. This must be completed by the time the Dog reaches **eight (8) months of age**.
- _____
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- l) Seller will not issue any refund, in whole or in part for any reason other than those explicitly outlined in this Health Guarantee.
 - m) If the Dog should perish from a suspected genetic defect within 24 months of his/her date of birth, a necropsy must be performed at Buyer's expense by a licensed veterinarian acceptable to the Seller's veterinarian. If the necropsy shows a genetic defect as the cause of death, the Seller will reimburse the Buyer the puppy purchase amount only or replace the puppy with one of equal value. This health guarantee is void if a necropsy is not performed, or in the event of an undetermined or inconclusive diagnosis. Seller also reserves the right to acquire a DNA sample from the puppy to verify the dog or puppy as one of our lineages.

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, breeding, show, service work or sport. No guarantee is made as to the disposition, conformation, temperament, size, weight, color or marking of the puppy. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy grows.

5. Buyer's Representations

The Buyer hereby makes the following representations and warranties to the Seller:

- a) The Buyer shall have the Dog spayed or neutered by no later than eight (8) months of age, at the Buyer's expense. The Buyer agrees to furnish the Seller with a written veterinary certificate and a photograph of the surgical incision, both from a licensed veterinarian, within seven (7) business days following the procedure. Failure to provide satisfactory proof of sterilization by the time the Dog reaches eight months of age shall void all health guarantees. The Buyer further acknowledges that any attempt—whether intentional or accidental—to breed the Dog constitutes a material breach of this Agreement and may give rise to legal action. In the event of pregnancy, the Buyer agrees either to immediately surrender the Dog and any resulting litter to the Seller or to remit the Seller's current breeding-rights fee of \$40,000.00

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- 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 at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- d) Buyer agrees to provide the Dog with nutritious food and proper veterinary care.
- e) Buyer represents that they are not acting as an agent, intermediary, or representative for any third party or business in the purchase of the puppy.
- 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.
- g) Buyer bears all costs relating to the sale of the Dog, including transportation. The risk of loss, injury or sickness of easily transmittable ailments, illnesses or diseases to the Dog is the responsibility of the Buyer after the Dog leaves Seller's premises.
- h) Buyer agrees that the Seller shall receive a right of return first if the Buyer is no longer able to care for the dog at any point during Dog's lifetime. Buyer shall not give or sell the dog without receiving permission from Seller before the spay/neuter is performed. Seller's goal is to place dogs in their "forever homes." In the event Buyer cannot keep the Dog any longer, Buyer will be solely responsible for all cost and related expenses of returning puppy/dog to Seller. Seller reserves the right to rehome the Dog.

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 travel and 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 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.

7. Defamation/Slander

The buyer agrees not to intentionally make, or intentionally cause any other person to make, any public statement that is intended to criticize or disparage Buckeye Doodles, any of its affiliates, or any of their respective staff, managers, or directors. This includes public forums such as Facebook, twitter, Instagram websites, or any internet written media. Buyer agrees to contact the Seller privately with any concerns or issues which may arise to avoid lawsuit or slander.

8. Limitation of Action

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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.

9. Governing Law

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

10. 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