

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 are agreeing 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:

**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 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

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TERMS AND CONDITIONS

1. Reservation Fee, Payment of Purchase Price, Fees

Buyer has paid a reservation fee of \$ _____, with payment of the balance of \$ _____ due upon release of the Dog to Buyer. The expected delivery date is _____. Payment of the balance may be made by cash or invoiced through Square, (fees are paid by Buyer).

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 ____ days prior 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 original scheduled go home day.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price and sterilization along with proper documentation of sterilization, Seller shall promptly take all actions required to officially transfer ownership and microchip registration 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 reserves the right to spay or neuter any puppy before being placed with Buyer.
- d) The Dog is in good health and free of known communicable diseases at the time of this 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 after delivery. Failure by Buyer to have the Dog examined within the 3-day period will nullify this warranty. Receipt of the visit must be given to Seller within 24 hours after visit or warranty will be nullified. If the Dog fails the examination, Buyer may return the Dog, with a

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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 are sole responsibility of the Buyer, and this health guarantee will be null and void.

- e) This Guarantee does NOT cover infections, improper bite/malocclusion, hypoglycemia, recessed vulva, cherry eye, ear yeast, Giardia, Coccidian, Entropion, Ectropion, Allergies, viruses, undescended testicles, loose knees or hips, hip dysplasia, umbilical hernia, dermatitis, demodectic mange, colds, internal/external parasites, bone spurs, ingestion of foreign objects, physical injury, cosmetic issues, or issues that have no effect on the puppy's general health. Seller will NOT replace the Dog due to heat stroke, abuse/neglect, or improper socialization/training.
 - f) The Seller does not guarantee size. Seller will give the Buyer the weight of the puppy's parents and the weight of other puppies out of that mating. Seller can only give the Buyer an educated guess as to adult weight, but there are too many variables besides genetics involved.
 - g) Seller does not guarantee the color, intensity of color or pattern of said puppy, Seller can only give best opinion and knowledge. Some puppies change with time, and age. Seller will give Buyer the most accurate description from previous experiences.
 - h) Seller does not guarantee temperament and cannot be held liable for any incidents that may occur. There are too many factors that help to shape a dog's temperament and personality that are beyond the Seller's control.
 - i) Seller does not guarantee hypoallergenic nature of puppy. No breed of dogs is 100% hypoallergenic therefore no guarantee can be made. Unknown factors such as severity of human allergies, dog grooming regimen, home filtration, etc. must be taken into consideration.
 - j) Seller does not guarantee exact DNA mix percentage the puppy will receive from its parentage.
 - k) The Puppy/Dog has received the vaccinations and dewormer required for its age at the time of this agreement.
 - l) This Puppy/Dog has been microchipped and registered under the kennel name of Buckeye Doodles. Microchip will be transferred to Buyer once spay/neuter has been performed along with documentation and a picture of the incision has been submitted to Seller.
- _____
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- m) 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

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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 need not be returned to Seller provided there is documented support of 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.

- n) Seller will not refund money in whole or in part for any reason other than stated in the guarantee.
- o) 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 obedience trials, show ring performance, and/or breeding purposes. 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 an any other capacity. No guarantee is made for any other traits that may develop as the puppy grows.

5. Buyer's Representations

Buyer represents to Seller that:

- a) Buyer will have the Dog spayed or neutered by the age of eight months, at Buyer's expense. Buyer agrees to provide Seller with written proof of said spay/neuter from a licensed veterinarian along with a picture of the incision where the spay neuter was performed within seven business days after the procedure. Buyer understands this procedure must be performed by a licensed veterinarian and documentation must reflect the same. Buyer understands failure to provide proof of sterilization once the puppy reaches eight months of age will result in nullification of the health guarantee. Buyer further understands, any attempt on the part of the Buyer to use the Dog for breeding purposes whether purposely or accidentally will result in legal action for breach of contract. If pregnancy occurs whether purposely or accidentally the Buyer agrees to surrender the Dog and litter back to the Seller or pay the additional cost associated with breeding rights for the dog. Breeding rights may be sold to approved breeders, at Sellers discretion, for \$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 is not acting as agent for any other person 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 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 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.

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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

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