***Hijii’s Bullies***

[**https://hijiibullies.com**](https://hijiibullies.com)

**BILL OF SALE / SALES CONTRACT**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

**Buyer:**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**- AND -**

**Seller:**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UPON PAYMENT of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ US Dollars (the “Purchase Price”) from Buyer to Seller, Seller grants, sells, conveys and transfers ownership of the following dog (the “Dog”) to Buyer:

|  |
| --- |
| Name of Dog:  |
| Breed: French Bulldog | Color: |
| Date of Birth:  | Sex:  |
| Registration # (if any):  |
| Sire Name: | Sire Registration # (if any): |
| Dam Name: | Dam Registration # (if any): |
| Bred by Seller: Yes | If no, name of breeder: Date acquired:  |
| State of health:   |

**The parties hereto accept and agree to be additionally bound by the attached Terms and Conditions.**

\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature of Buyer

\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature of Seller

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**TERMS AND CONDITIONS**

**1. Deposit, Payment of Purchase Price, Fees**

1. Buyer has paid, and Seller acknowledges, a deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ US Dollars, with payment of the balance of $\_\_\_\_\_\_\_\_\_\_\_\_ due upon release of the Dog to Buyer.
2. The agreed delivery date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The delivery date may be changed upon mutual agreement of the parties.
3. Payment of the balance may be made by cash, cashier’s check, money order, or PayPal (3% surcharge applies).

**2. Deposit Forfeit**

1. 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 \_\_\_\_ days of the agreed delivery date.
2. In either event, Seller shall be free to sell the Dog to another party.

3. 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.

**4. 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.

**5. Seller’s Representations and Warranties**

Seller represents and warrants 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, and is in good health and free of communicable diseases at the time of this sale.
4. This Guarantee does NOT cover cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, or demodectic mange.
5. Buyer has two (2) 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.
6. Failure by Buyer to have the Dog examined within the 2 day period will nullify this warranty. If Buyer elects to keep the Dog, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.
7. Seller will NOT replace the Dog due to heat stroke, abuse/neglect, or improper socialization.
8. Buyer agrees that they have thoroughly researched the French Bulldog breed and have asked the Seller all questions, and Buyer understands the many health issues the French Bulldog breed can possess.
9. Buyer acknowledges and understands he/she/they are responsible for all medical costs of their Dog.
10. This guarantee and warranty covers only the original Buyer and is not transferable.

**6.**  **Return:** 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.

**7. 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.

**8. Buyer’s Representations:** Buyer represents to Seller that:

1. Buyer will have the Dog spayed or neutered by the age of six (6) months *unless* Seller allows Buyer to keep Dog intact.
	* Allow Buyer to keep Dog intact? Yes/No
	* If Yes, Signature of Seller is required: Seller:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The Dog will reside with Buyer as a companion pet to Buyer.
3. 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.
4. Buyer will provide the Dog with nutritious food and necessary veterinary care, including de- worming, 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. In the event Buyer sells or transfers in any way the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement. Notwithstanding, this Agreement is not transferrable.

**9. Indemnity and Release**

1. 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.
2. 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.

**10. 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.

**11. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of New Mexico, and any matter brought against Seller or Buyer arising from this Agreement shall be brought in the State New Mexico, County of Bernalillo.

**12. Attorney Fee Shifting:** In the event of any controversy, claim or action between the parties, arising from or related to this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys’ fees and costs.

**13. 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

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***Acknowledgement of Receipt***

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, I acknowledge that I have received the Dog into my possession.

\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature of Buyer

\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature of Seller

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