

K Bar K Aussies

www.kbarkcattledogs.com

417-293-1805

Terms and Conditions:

(A part of the bill of sale/sale contract for dog, this agreement contains a binding arbitration provision)

Deposit, Payment of the Purchase Price, Fees

1. Buyer will pay a deposit of \$300 with remaining balance due upon buyer receiving flight info for the puppy.
2. In the event the buyer is picking up the puppy, the buyer will pay the remaining amount in cash at that time.
3. Payment of the balance may be made by cash or PayPal (3% surcharge applies).
4. 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 Buyer fails to pay the remaining balance within 3 days of the agreed delivery (for shipped puppies only)
 - b. If either of the two events occur, Seller shall be free to sell the Puppy/Dog to another party.
5. In the event that the Dog is not available due to sickness, death, or any other circumstance due to the fault of Seller, the Buyer's deposit will, at Buyer's choice, be either refunded or transferred to the next litter of puppies.
6. Upon full payment, Seller will take all actions required to transfer ownership and registration (if any) to Buyer.

Seller's Representations and Warranties, including Health Guarantee to the Buyer:

1. Seller is the legal owner of the Dog. The Seller has full legal rights and authority to sell the Dog.
 - a. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
 - b. The Dog is in good health and free of diseases at the time of this sale and Seller has conducted a veterinarian health check including vaccination and deworming protocols. The Buyer has two business days (48 hours) from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's cost. Buyer agrees to not have a SNAP Parvo test, a SNAP Parvo test is an inaccurate indicator of Parvo.
 - c. If the Dog fails the examination, Buyer must notify Seller within five business days of the examination with written evidence from the veterinarian describing the condition. Under these circumstances, Buyer may return the Dog in exchange for a Dog of equal value. Seller will **NOT** accept return of Dog for a monetary refund. Failure to have the Dog examined within two business days (48 hour) will nullify this health warranty. If Buyer chooses to keep the Dog, this health guarantee is null and void, no replacement will be given, and medical costs are the responsibility of the Buyer. Buyer is responsible for transportation costs for the return of the Dog.
 - d. In the event of death within the first two business days after delivery: the Buyer may seek an exchange if a necropsy report, prepared and signed by a licensed veterinarian stating that the cause of death was due to a defect covered by this guarantee, is sent to the Seller within five business days of the death.
 - e. Buyer is responsible for all medical costs of the Dog upon delivery. This health guarantee does **NOT** cover: hypoglycemia, cherry eye, ectropion, allergies, undescended testicles, loose knees/hips, stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodectic mange, kennel cough, or coccidia. Once Buyer takes possession, Buyer is responsible for the environment, health, and all costs. Seller has provided Buyer with **New Dog/Puppy Care Instructions**. Dog will **NOT** be replaced due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have researched and understand the possible health issues. This health guarantee covers **ONLY** the original Buyer and is not transferable.
 - f. Seller guarantees that the Dog is free of congenital defects and hereditary conditions for at least one year from the date of purchase. If within one year, two licensed doctors of veterinary medicine (DVM) certify the dog has a congenital or hereditary condition which affects the health of the Dog, the Seller needs to be notified within five business days in writing from both vets. Then the Seller will provide a replacement puppy of equal value.
 - g. To ensure that the Buyer does not euthanize the Dog or take it to an animal shelter, Seller will accept return of the Dog at any time. Seller will not issue a refund or give another Dog unless Seller elects to.
 - h. Seller will not honor any diagnosis from an HSVMA (Humane Society Veterinary Medical Association) veterinarian or any veterinarian associated with Banfield Veterinarian Services.

Fitness of Purpose

1. The Dog is a companion and the Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including but not limited to obedience trials, show ring performance, and/or breeding purposes.

Buyer's Representations

1. Buyer represents to Seller that:
 - a. Buyer has understood and agreed to the terms in the **New Dog/Puppy Care Instructions**.
Buyer's acknowledgement:

(Signature of Buyer)

- b. Your Dog comes with up to date vaccinations, Buyer should not have the Dog vaccinated within the first ten (10) days of receiving the Dog in order to avoid over-vaccination.
- c. The Dog will reside with Buyer as companion pet unless otherwise stated in writing by Seller and Buyer.
- d. Buyer will keep the Dog in an enclosed area of size and will not allow the Dog to roam unsupervised.
- e. Buyer will provide nutritious food and veterinary care including deworming, heartworm prevention, regular vaccinations (including rabies), and items outlined in the **New Dog/Puppy Care Instructions**.
- f. Buyer warrants and represents that she/he is not acting as an agent or representative of, or in any way on behalf of any other person, business, organization, or entity in the purchase of the Dog.
- g. Buyer warrants and represents that she/he will not under any circumstances sell, give, transfer or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, shelter or rescue, or any agent or representative of any such business, facility, organization or entity.
- h. If Buyer sells/transfers ownership, they will ensure the new owner agrees in writing to this Agreement.
- i. Buyer certifies that she/he is not a worker, member, or volunteer for animal rights groups such as, but not limited to, the Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA), Society for the Prevention of Cruelty to Animals (SPCA), People for the Ethical Treatment of Animals (PETA), or similar organizations (on a national, state, or local level).
- j. Temperament is not covered by the health guarantee, as it can be caused by a number of factors outside the control of the Seller. Including: lack of training, discipline, proper socialization, or neglect/abuse.

Indemnity and Release

If any act, omission, or failure to act on the part of Buyer shall result in any claim or suit for any kind of loss, damage, injury, death, or liability against Seller, the Buyer agrees to defend Seller against all claims. Buyer shall take financial responsibility for Seller's costs and expenses. Includes legal fees, for any amount in settlements and/or for any award or judgment. 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 or destruction of property, and/or injury, illness, or damage to any person.

BINDING ARBITRATION PROVISION

Any dispute or disagreement regarding the terms, conditions, implementation, or operation of the agreement which cannot be resolved by the buyer and seller shall be submitted to binding arbitration under the commercial rules of the American Arbitration Association, which arbitration shall take place in the metropolitan (city, state) area. The arbitration decision shall be binding on the parties, their attorneys, and their agents, representatives, successors and assigns, and may be enforced in any court of competent jurisdiction. The parties and their attorneys expressly and knowingly acknowledge but waive their rights to a trial, whether by jury or non-jury, in consideration of the increased speed and lower costs typically associated with arbitration over trials, as well as the binding effects of the arbitration decision in this matter.

Limitation of Action

Notwithstanding any federal, state, or local statutory, ordinance or legal provision to the contrary, Buyer and Seller contractually agree that 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 Missouri. (state)

Entire Agreement

This Agreement, including **New Dog/Puppy Care Instructions**, represents the entire agreement between the parties.

Seller and Buyer have no other agreements, promises, representations, or warranties. Any additions, deletions, or changes to this Agreement will be written, dated, and signed by Buyer and Seller. Buyer acknowledges that by signing this Bill of Sale/Sale Contract, she/he is entering into a legal and binding contract.

_____ Signature of Buyer

_____ Signature of Seller

Acknowledgement of Receipt:

By signing below, the Buyer agrees that she/he understands this Agreement and acknowledges receipt of the Dog.

_____ Signature of Buyer

New Dog/Puppy Care Instructions

MUST READ!

Congratulations on your new dog/puppy! We hope to help make your experience a positive one for you and your family. New puppies, especially the Miniature and Toy Breeds, need specific care guidelines in the first weeks and months in their new environment. Your puppy will need to transition from his current home to his new home, it is very important for your puppy's health that you read and follow our guidelines. Transport your new puppy home in a pet transport crate. This crate will also serve as the puppy's kennel for the first few months to make them feel safe and secure. Providing your puppy or dog with an indoor kennel crate can satisfy their instinctive need for a den-like enclosure. Besides being an effective housebreaking tool (because it takes advantage of the dog's natural reluctance to soil its sleeping place), it can also help reduce separation anxiety, prevent destructive behavior (such as chewing furniture), keep a puppy away from potentially dangerous household items (i.e., poisons, electrical wires, etc.), and serve as a mobile indoor dog house which can be moved from room to room whenever necessary. We encourage you to learn about the benefits of crate training your new puppy.

Wait a day or two before introducing your new puppy to existing pets, avoid excessive and rigorous play, and unsupervised contact with young children during that period. Puppies need a lot of quiet time to rest because too much playtime can cause stress.. Put the puppy in its crate and leave it alone for regular naps. Remember everything is NEW and the puppy needs time to acclimate to its new home. The most important thing is to make sure that your puppy eats and drinks. We recommend feeding the food we send with you to transition your new puppy into their new home. Changing food abruptly can cause digestive problems.

For TOY and MINIATURE breeds: Make sure that your puppy is eating!

If a toy or miniature breed puppy goes 2-3 hours without eating, call your breeder immediately and work to supplement the puppy's feeding. Small breeds and toy breeds are very susceptible to low blood sugar or hypoglycemia which can cause death if not correctly treated. Your breeder is the best resource in dealing with hypoglycemia and can help you stabilize your puppy. It is recommended by some breeders and veterinarians to keep a tube of Nutra-Cal (high calorie nutrition paste), honey, or Fruit Loops cereal. If your puppy is lethargic and is not interested in eating or drinking, SEEK HELP IMMEDIATELY-CALL YOUR VETERINARIAN! Remember, hypoglycemia is preventable and is not covered by the health warranty. Do not give your puppy bones, table scraps, milk, or treats. Any change in diet will upset the puppy's stomach. Keep your puppy inside and warm in the winter, and cool and shaded in the summer.

COCCIDIOSIS – or Coccidia in dogs, is a parasite which can be commonly found in puppies. Coccidia can become a problem during stressful periods i.e. transport, relocation, and entrance to a new environment. The first signs of this problem is bloody/loose stool, diarrhea, lethargy, and not eating/drinking. If you notice these symptoms, take your puppy to the vet for evaluation immediately. Coccidia can be easily treated if you seek veterinarian help early on.

Your breeder is your best resource for information and solving most puppy problems or concerns. We are here to help you and make sure your puppy experience is a positive one. **However, keep in mind we are not a licensed veterinarian. Please Be sure to call and consult with your vet on what is best for you and your puppy.**