

BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY

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

Buyer

Name: _____

Address: _____

Phone: _____

Email: _____

- AND -

Seller

Name: _____

Address: _____

Phone: _____

Email: _____

Kennel Name Identification Clause

- I, Sarah Taylor, hereby affirm that "SJs Dachshunds" is the official kennel name under which I operate as a dog breeder. For all legal and contractual purposes, my name, Sarah Taylor, and my kennel name, SJs Dachshunds, are to be considered synonymous and represent the same entity as well as "seller" in the context of this agreement. **(this clause is also located in section 8 on page 5)**

UPON PAYMENT of the sum of \$_____ paid by Buyer to SJs Dachshunds (the "Purchase Price"), receipt of which is hereby acknowledged, SJs Dachshunds grants, sells, conveys and transfers ownership of the following dog to Buyer:

AKC REG #:: _____

DAM: _____

Breed: _____

DAM REG#: _____

Color: _____

SIRE: _____

Pattern: _____

SIRE REG#: _____

Date of Birth: _____

MICROCHIP BRAND: _____

Sex: _____

MICROCHIP # _____

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____

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Limited Health Guarantee: Genetic/Congenital Conditions

SJs Dachshunds guarantees that the dog is in good health and has no genetic or congenital defects, unless noted, at the time of sale. The dog has received age appropriate vaccinations and deworming. It is very important that you continue vaccinations and deworming. **Please do not expose your dog to public areas or other dogs that are not vaccinated until he/she has completed the entire vaccination schedule - around 16-20 weeks old.**

The buyer, at their own expense, should have the dog examined by a Licensed Veterinarian within 72 hours of receiving the dog. If within 72 hours, a Licensed Veterinarian finds the dog to be unhealthy or unfit for sale, the dog may be returned for a full refund - provided the dog has not been injured or neglected. The veterinarian must provide a written statement deeming the dog "unhealthy for purchase." It is the request of *SJs Dachshunds* that any knowledge of medical conditions that develop in puppies bred by *SJs Dachshunds* is essential to the breeding program for improving the breed, therefore, all medical conditions or genetic defects or deformities discovered in the dog must be reported to *SJs Dachshunds* by the Purchaser within 24 hours of the first veterinary examination in respect to any medical condition, genetic defect or deformity.

SJs Dachshunds does **NOT** guarantee size, breedability, fertility, color/pattern, eye color, temperament and/or house-training abilities. *SJs Dachshunds* does **NOT** guarantee against any non-genetic condition, disease or injury that is caused by: inappropriate diet, excessive exercise, injury (deliberate or accidental), abuse, untimely or inappropriate veterinary care. Dachshunds are susceptible to back injury. Over exercise and excessive jumping before can be detrimental to their joints. Obesity can also play a contributing factor to the dog's health. Please ensure the dog is always kept on a healthy diet and given appropriate exercise. This will give the dog the long, healthy and pain-free life it deserves. This guarantee does not cover any health issues caused by neglect or injury from the buyer. This guarantee does not include minor illnesses and health issues such as Kennel Cough, colds, allergies, under/over bites internal or external parasites or umbilical hernias. However, the breeder will disclose any known illnesses or health issues prior to the sale.

SJs Dachshunds is not liable or responsible for any veterinary bills or medication expenses arising after the Date of Sale, or for death of the dog due to accident, injury, abuse or neglect, or for compatibility of the dog with other animals. *SJs Dachshunds* will not pay for treatment(s) or emergency veterinary visits other than those listed within this Limited Health Guarantee under any circumstances. If you have questions about whether *SJs Dachshunds* will cover treatment, please call before the treatment is administered.

Return Policy: The Dog may be returned **AT ANY TIME**. No questions asked. Without reimbursement.

If the dog has been found to have any health issue covered within the terms of this agreement after the time of sale, the buyer must notify *SJs Dachshunds*. The dog can be **returned** and the buyer may pick another dog as replacement out of the following litter of available dogs. Veterinarian documentation MUST BE given to *SJs Dachshunds* stating the health issue in order for a replacement to be given.

BREEDER NOTES:

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____

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TERMS AND CONDITIONS

THIS IS NON-NEGOTIABLE

1.) Deposit, Payment of Purchase Price, Fees Buyer has paid a total of \$ _____, with payment of the balance of \$ _____ due. The expected delivery date is _____, or such other date as the parties may mutually agree.

2.) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, *SJs Dachshunds* will take the Dog back at any time during the Dog's lifetime. *SJs Dachshunds* will not issue a refund or provide another Dog to Buyer.

3.) Buyer's Representations Buyer represents to *SJs Dachshunds* that:

(a) Buyer is purchasing this dog with AKC full registration, Buyer agrees to have "SJs" Kennel name placed at the BEGINNING/start of the dog's registered name with the AKC. **The dog MUST be registered with the AKC within 60 days of purchase.**

(b) Buyer agrees to allow *SJs Dachshunds* to have second pick of the litter from any and all litters produced by the dog listed within this contract. Buyer agrees that If this dog produces a puppy that *SJs Dachshunds* wants to purchase, full AKC registration will be given with said puppy without any restrictions or limitations.

(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 will provide the Dog with nutritious food and necessary veterinary care, including deworming, and regular vaccinations (including rabies).

(e) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(f) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, an agent for any such business or facility or any other persons other than *SJs Dachshunds*. (For additional information regarding requirements, and further obligations, please refer to Section 5 on page 4 of the Terms and Conditions of this contract.)

(g) In the event Buyer can no longer keep the dog, it shall be returned to *SJs Dachshunds* **without** reimbursement.

(h) Buyer agrees to a home check to ensure the dog's safety in its new environment. (At Breeders discretion)

(I) Buyer agrees not to cut down or **shave** the dog's coat. Paw pads and Sanitary areas are permitted. **Emergencies and veterinarian advice overrides this condition/clause.**

(J) Should it be determined for any reason that the dog is not in a safe, loving and healthy environment; *SJs Dachshunds* has, through court process, given authorities the right to have the dog removed immediately and have the dog returned to *SJs Dachshunds*. ALL court proceedings and expenses as a result of having to remove the dog will be the responsibility of the Purchaser.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____

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TERMS AND CONDITIONS CONTINUED **THIS IS NON-NEGOTIABLE**

4.) **Ongoing Communication Requirement.** The Buyer agrees to maintain regular contact with *SJs Dachshunds* regarding the well-being and progress of the dog throughout its life. Specifically, the Buyer agrees to the following:

(a) **For the First Year:** The Buyer will provide updates on the dog's health, development, and overall well-being **at least once per month** for the first 12 months after the date of adoption.

(b) **After the First Year:** The Buyer agrees to provide annual updates on the dog's health and welfare **at least once per year** thereafter, for the lifetime of the dog.

(c) **Contact Methods:** Updates should include, but are not limited to, information on the dog's health status, any veterinary care received, behavior, and general quality of life. The Buyer may provide these updates via email, phone, or other mutually agreed-upon communication methods.

(d) **Failure to Comply:** If the Buyer fails to provide the required updates within a reasonable timeframe (e.g., two months overdue), *SJs Dachshunds* reserves the right to contact the Buyer and request a status update. If the Buyer continues to fail to communicate, *SJs Dachshunds* may request the dog be returned for rehoming.

5.) **Retirement and Rehoming:** Upon completion of the dog's breeding responsibilities, the Buyer agrees that the dog may be retired and rehomed. The Buyer must notify *SJs Dachshunds* when the dog is ready for retirement and is considering rehoming.

(a) **Right of First Refusal:** In the event the Buyer decides to rehome the retired dog, *SJs Dachshunds* shall have the right of first refusal. This means that, before the Buyer may rehome the dog to any third party, *SJs Dachshunds* will be given the first opportunity to reclaim the dog. If *SJs Dachshunds* wishes to take the dog back, the Buyer agrees to return the dog to *SJs Dachshunds* at no cost.

(b) **Approval Required:** The Buyer understands that rehoming the retired dog requires prior written approval from *SJs Dachshunds*. The Buyer is obligated to provide *SJs Dachshunds* with the full contact information of the prospective new owner, including their name, address, phone number, and email address.

(c) **Rehoming Process:** Before finalizing any rehoming arrangement, the Buyer agrees to allow *SJs Dachshunds* to vet the potential new owners and ensure they meet the standards for providing proper care for the dog. The Buyer will not transfer ownership of the dog to any new family without *SJs Dachshunds* approval.

(d) **Contact with New Owner:** Once rehoming is approved, the Buyer must provide *SJs Dachshunds* with a means to stay in contact with the new owner (email or phone) for the purposes of staying informed about the dog's well-being. *SJs Dachshunds* reserve the right to follow up on the dog's welfare as they deem necessary.

(e) **Failure to Comply:** If the Buyer rehomes the dog without following the above requirements, the Buyer may be subject to legal action, and *SJs Dachshunds* retains the right to reclaim the dog if deemed necessary to ensure the dog's welfare.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____

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TERMS AND CONDITIONS CONTINUED THIS IS NON-NEGOTIABLE

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 *SJs Dachshunds* harmless and to pay all of *SJs Dachshunds* costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases *SJs Dachshunds* from any and all liability, costs or damages caused by the Dog after placement with *SJs Dachshunds*, including but not limited to damage to or destruction of property, and injury to any person.

7.) Limitation of Action

- Any action or claim brought by Buyer against *SJs Dachshunds* 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.

8.) Kennel Name Identification Clause

- I, Sarah Taylor, hereby affirm that "*SJs Dachshunds*" is the official kennel name under which I operate as a dog breeder. For all legal and contractual purposes, my name, Sarah Taylor, and my kennel name, *SJs Dachshunds*, are to be considered synonymous and represent the same entity as well as "seller" in the context of this agreement.

9.) Entire Agreement

- This Agreement represents the entire agreement between the parties. *SJs Dachshunds* and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

This dog is being sold as a Breeding dog. AKC Full registration.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____

Acknowledgement that I have read and understand all the terms and conditions within this agreement. I acknowledge that I have received the Dog into my possession.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____