

Bunker Hill Bulldogges LLC

304 Bunker Hill Pl, Longview, WA 98632-9702
(360) 749-5838 / holly@bunkerhillbulldogges.com

DEPOSIT AGREEMENT AND SALE CONTRACT FOR DOG

THIS AGREEMENT made this ____ day of _____, 20____ by and between:

Seller, Bunker Hill Bulldogges LLC, A Washington Limited Liability Company and
Buyer/Buyers Name (collectively "Buyer"): _____

Address: _____

Phone: _____

Email: _____

Breeding Rights: Yes _____

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer desires to buy and Seller desires to sell an Olde English Bulldogge puppy (the "Dog") under the following terms and conditions. The parties agree that the sale of the Dog shall not create co-ownership of the Dog. Buyer has paid a deposit of **\$500.00**, the receipt of which is hereby acknowledged, with payment of the balance of \$_____ due upon delivery of the Dog. The Dog will not be released to Buyer until the balance of the purchase price in the sum of \$_____ is paid in full. The expected delivery date is _____, or such other date as the parties may mutually agree in writing. Payment of the balance may be made by cash, cashier's check, or personal check (funds are not considered received until check has cleared).

The order in which deposits are received on a particular litter is the order of puppy selection. Deposits on puppies are recorded when received. Puppies are delivered at the Bunker Hill Bulldogges Kennel located at 304 Bunker Hill Pl, Longview, WA 98632-9702 at 8 weeks of age.

A deposit reserves a puppy on selected litters (projected breedings). If Seller is unable to offer a puppy as specified from the litters of choice, the deposit amount may be transferred to a future available litter or refunded. NOTE: The future breeding calendar is a projection of planned breeding. These projected breeding are subject to change as to dam availability and time periods (heat cycles). Seller reserves the right to first pick from any of Seller's litters.

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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 ten (10) days 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 \$_____ per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

2. 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.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller shall be the legal and true owner of the Dog and Seller shall have the full right and authority to sell the Dog.
- (b) The Dog shall be sold free and clear of any lien, security interest, charge, or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog, offspring of a purebred sire and a purebred dam to be set out on the Bill of Sale.
- (d) The Dog shall be in good health and free of communicable diseases at the time of delivery. Dog will be examined by Seller's licensed veterinarian prior to transfer of ownership. Buyer has 7 days from the delivery date to have the Dog examined by their own licensed veterinarian, at Buyer's sole cost. If the Dog is deemed unhealthy during the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Seller reserves the right to have the dog reexamined by another Veterinarian at Seller's cost. Any condition that is minor, correctable, or a breed related minor condition is not covered and no condition which could go away or is considered to be a condition which a puppy will likely grow out of shall result in a refund. Failure by Buyer to have the Dog examined within the 7 day period will nullify this

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warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.

- (e) This Guarantee does NOT cover allergies, undescended testicles, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange, hip dysplasia, elbow dysplasia, patellar luxation, or CCL/ACL injuries. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization.
- (f) Seller issues a twelve month health guarantee against health detrimental congenital defects only, such as heart condition, collapsed trachea, and leukemia, starting from the date of delivery. If the puppy has a congenital defect confirmed in writing by a licensed veterinarian, Seller will replace puppy from the next upcoming litter with a comparable and or like puppy at Seller's discretion. Buyer may choose to pass on the next upcoming litter and choose a puppy from any future litter up to 1 year from date of claim. Seller is not responsible for refunding any and all costs incurred by the Buyer. **Health guarantee shall be null and void if dog is spayed/neutered before 12 months of age.**

Buyer has thoroughly researched the Olde English Bulldogge. Buyer is responsible for all medical costs of the Dog. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable to a subsequent purchaser.

4. Fitness of Purpose

Seller's dogs are bred as companion animals and the Dog sold to Buyer is bred as a companion animal, 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.

5. Buyer's Representations

Buyer represents to Seller that upon taking delivery:

- (a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family. Buyer agrees to give the dog proper physical and emotional care and welfare.
- (b) 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.
- (c) Buyer will provide the Dog with nutritious food and necessary veterinary care.

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- (d) Buyer understands the death, injury or loss of the Dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Buyer to any compensation from the Seller.
- (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, or an agent for any such business or facility.
- (g) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

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 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 delivery to Buyer, 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 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. After one (1) year any such claim shall be barred.

8. Governing Law and Choice of Venue

This Agreement shall be governed by and construed in accordance with the laws of Washington State. The parties agree that any action to enforce this Agreement will be brought in Cowlitz County, WA.

9. Additional

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10. Entire Agreement

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

11. Survival

The representations, warranties, covenants and obligations of the parties shall expressly survive the closing of the sale of the Dog as evidenced by a signed Bill of Sale and this Agreement shall not merge with the Bill of Sale.

The parties hereby execute this Deposit Agreement and Sale Contract for Dog

Seller
Bunker Hill Bulldogges LLC,
A Washington Limited Liability Company

By: Holly Thorpe, Manager

Date

Buyer/Buyers

Signature
Printed Name(s):

Date