

BILL OF SALES/SALES CONTRACT FOR PUPPY

THIS AGREEMENT make the _____ day of _____, 20____ by and between:

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

-AND-

Seller:

Name: AnnDove W. Page

Address: 317 Meadow Ln. Franklin, Va. 23851

Phone: (910) 658-7395

Email: anndovepage@gmail.com

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

Name of Dog: _____	
Breed: <u>Goldendoodle</u>	Color: _____
Date of birth: _____	Sex: _____
Sire Name: <u>DOWN TO THE RIVER TO PRAY ("River")</u>	Sire Registration #: <u>PR23978104</u>
Dam Name: <u>ROSE OF SHARON ("Rosie")</u>	Dam Registration #: <u>SS19171201</u>
Bred by Seller? Yes	Date Acquired: _____
State of health: _____	

*While Doodles are absolutely amazing, beautiful dogs, they are not recognized by the AKC as "purebreds" and are therefore not eligible to be registered with their club. HOWEVER, both Rosie and River are both purebreds and registered with this well-known club.

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

Buyer Signature

Date

Seller Signature

Date

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$ [REDACTED], with payment of the balance of \$ [REDACTED] due upon release of the Dog to Buyer. The expected delivery date is [REDACTED], or such other date as the parties may mutually agree. Payment of the balance may be made by cash, PayPal, check, or any method previously agreed upon by Seller.

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 upon 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 be refunded.

A boarding fee of \$25 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

2. Transfer of Ownership

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership 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 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 guarantees that the Dog is the offspring of the purebred sire and purebred dam set out on page 1 of this agreement.
- (d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 2 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. Failure by Buyer to have the Dog examined within the 2 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given, all medical costs and treatment are and will continue to be the sole responsibility of the Buyer, and this health guarantee will be null and void.
- (e) This guarantee does NOT cover uneven bites, undropped testicles or umbilical hernia. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer is responsible for all medical costs of their puppy. This guarantee covers only the original Buyer and is not transferable.

Buyer Initials _____

(f) 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 the Seller with respect to the Dog's health.

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, showing performances, and/or breeding purposes.

5. Buyer's Representation

Buyer represents to Seller that:

- (a) The Dog will reside with Buyer as a companion pet to Buyer and Buyer's family.
- (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, including worming, heartworm prevention, and regular vaccinations (including rabies).
- (d) Buyer is not acting as an 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.
- (h) Unless otherwise specified, all vet bills for corrective surgery, cosmetic surgery, shots, and normal health care, spay/neuter are the responsibility of the Buyer.

6. Indemnity and Release

If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, the Buyer agrees to defend, indemnify, and hold the Buyer harmless and pay all costs and expenses, including reasonable legal fees, any amount paid in settlement, and any award or judgment with respect thereto. The Buyer releases Seller from any and all liability, costs, or damages caused by the Dog after placement, including but not limited to damage to or destruction of property, and injury to any person.

7. Entire Agreement

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

Buyer Signature

Date

Seller Signature

Date