BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the day of , 20 by and between:

## Buyer:

Name:

Address:

Phone: Email:

**-** **AND** **-**

## Seller:

Name:

Address:

Phone: Email:

UPON PAYMENT of the sum of $1800 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: | Color: |
| Date of Birth: | Sex: |
| Registration # (if any): | |
| Sire Name: | Sire Registration # (if any): |
| Dam Name: | Dam Registration # (if any): |
| Bred by Seller? | If no, name of breeder:  Date acquired: |
| State of health: | |

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

Date Signature of Buyer

Date Signature of Seller

# TERMS AND CONDITIONS

## Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of $ 400 , with payment of the balance of $ 1400 due upon release of the Dog to Buyer. Personal checks are not accepted for remaining balance at delivery/pick-up. All payments are to be made by cash, Venmo or PayPal (friends and family only)

The expected delivery date is , **If puppy is being held longer than 7 days past the expected date then payment is due in full on the expected date.**

If buyer has made arrangements for delivery and pickup, please write them here:

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 7 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.

## Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller shall give the buyer all documentation needed to transfer ownership and AKC documentation.

Puppy will come with Pet AKC registration, completed Vet check, microchip, 1st shots, dewormed, and a welcome puppy packet.

## 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 rights 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/dam set out on page 1 of this Agreement.
  4. The Dog is in good health and free of communicable diseases at the time of this sale. Seller agrees to have the dog examined by a licensed vet at 7 weeks of age or 7 days before expected delivery date. 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 and is claimed to be in poor health due to poor care of breeder, then the Buyer may return the Dog, with a written statement from the veterinarian, for another puppy if available. If another puppy is not available then Buyer may return the puppy and can be placed at the top of the list for the next litter at no cost. Seller reserves the right to have their veterinarian examine the dog as well. 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 and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.
  5. This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange, food poisoning, parvo, Guardia, and other diseases that are possibly picked up from outside after leaving seller. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, improper socialization, communicable diseases that are from walks in public places before fully vaccinated.

Buyer is responsible for ALL medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

* 1. Buyer agrees to bring the dog back at any time if they can no longer care for it. The seller will take the dog back at any time in its life. In the event that this occurs buyer will not receive any refund.

## Fitness of Purpose

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

## Buyer’s Representations

Buyer represents to Seller that:

* 1. Buyer will have the Dog spayed or neutered by the age 2 years old. WE do NOT recommend neutering and Spaying before the age of 18months.
  2. The Dog will reside with Buyer as companion pet to Buyer and Buyer’s family.
  3. Buyer will provide the Dog with nutritious food and necessary veterinary care.
  4. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
  5. 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.
  6. 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.

1. **Health Guarantee**

Health Warranty of Puppy: The seller grants a 1 year health guarantee that expires at the 1st birthday of the puppy. In order for the guarantee to be valid a preliminary inspection by a licensed USA veterinarian must be conducted at the expense of the buyer within 7 days of taking ownership of the dog. If buyer fails to obtain a preliminary inspection within 7 days, then the guarantee is invalid. Following the conduct of a preliminary Inspection the guarantee is in place until\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The guarantee is as follows: If the puppy is found to have a debilitating congenital genetic health defect that prevents puppy from normal daily activities, Seller will offer a replacement Puppy from a future litter at the seller’s earliest convenience. A written description and the degree of the physical impairment signed by a licensed US Vet along with a copy of the preliminary examination must be sent to the seller. Seller reserves the right to have the dog examined by their own veterinarian. In the event that the buyers and seller’s veterinarian have different opinions the buyer and seller will have the dog reexamined at a vet that is mutually agreed for a final opinion. Buyer and Seller will split the cost of the third veterinarian evenly. This Guarantee does not include viral illness, bacterial illness, fungal illness, any acquired illness, vaccinosis, allergies, cancer, parvo, bites, infections, hernias, hypoglycemia, Guardia, ichthyosis, cryptorchidism, undescended testicles, coccidios, ingestion of foreign objects, ingestion of food and chemicals, or physical injury contracted or incurred following buyers’ receipt of puppy. This also does not include injury to joins and hips by over-working a dog under 12 months of age. This guarantee ONLY convers genetic illness and condition that was directly inherited from the DAM and SIRE. This does not cover any other illness that is not genetically caused and results in a debilitating quality of life which normal daily activities can not be completed. Seller is not responsible for any veterinary costs at any time for any reason. If preliminary examination if not completed this Guarantee is Null and Void

Buyer understands that owning a puppy comes with responsibility and as with any living animal comes with health costs. Veterinary care is the responsibility of the buyer, Buyer is responsible for routine and unexpected health costs, including the costs of spaying and neutering and any complications from the procedure.

## 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

1. **Date of ownership**

Please sign and date when puppy is picked up. This is to be signed in person by the assigned pickup person to confirm puppy is in the buyers care and no longer the responsibility of the seller. This date is the date of ownership for the buyer.

Date Signature of Buyer

Date Signature of Seller