



# Inky Dink Dalmatians, LLC

8 Bayshore Road  
Cape May, NJ 08204  
(973) 703-7665  
inkydinkdalmatians@gmail.com

## **BILL OF SALE / SALE CONTRACT FOR DOG OR PUPPY (the "AGREEMENT")**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between:

**Buyer:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ &

**Seller:** \_\_\_\_\_ Chantel Semanchik t/a Inky Dink Dalmatians

Address: \_\_\_\_\_ 8 Bayshore Road, Cape May, NJ 08204

Phone: \_\_\_\_\_ (973) 703-7665 Email: \_\_\_\_\_ inkydinkdalmatians@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 Dalmatian Puppy/Dog (the "Dog") to Buyer:**

Name of Dog (if any): \_\_\_\_\_

Breed: \_\_\_\_\_ Dalmatian \_\_\_\_\_ Bred by Seller?: \_\_\_\_\_ Y \_\_\_\_\_ N

Color: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Sex: \_\_\_\_\_ M \_\_\_\_\_ F

Registration # (if any): \_\_\_\_\_

Sire Name: \_\_\_\_\_ Sire Registration # (if any): \_\_\_\_\_

Dam Name: \_\_\_\_\_ Dam Registration # (if any): \_\_\_\_\_

Date acquired (if applicable): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ State of Health: \_\_\_\_\_

***The Buyer and Seller (the "Parties") acknowledge that the attached Terms and Conditions constitute part of this Bill of Sale/Sale Contract for Dog or Puppy, and the Buyer and Seller accept and agree to be comply with and be bound by said attached Terms and Conditions governing the purchase and sale of the Dog or Puppy, including all terms contained in our Information Pages and Website regarding terms of sale and deposit.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

**TERMS AND CONDITIONS**  
**(WHICH CONSTITUTE PART OF THE BILL OF SALE/SALE CONTRACT FOR DOG)**

**1. Deposit, Payment of Purchase Price, Fees**

(a) Buyer has paid a deposit of \$100.00, to secure a spot on our waiting list (this deposit is refundable up to the time the Buyer selects a puppy and pays the additional deposit).

(b) An additional deposit of \$200.00 (\$2,500.00 for Tri-colors) is due at the time of selection of a puppy, and with the signing of this Contract. The total \$300.00 Deposit (\$500.00 of the amount advanced for Tri-Colors) is non-refundable as follows:

(1) Buyer forfeits the deposit and any rights to any puppy/dog if Buyer fails to fully sign this Contract and Bill of Sale, and return it to Seller within 10 days of paying the deposit required under paragraph (b) above, and choosing a puppy. (Seller must receive the fully signed contract by the 11<sup>th</sup> day from date of payment of the aforementioned deposit.)

(2) Buyer forfeits the deposit and any rights to any puppy/dog if Buyer fails to pay the balance due within 10 days of the agreed delivery date, as stated in paragraph (d) below. (The full amount due must be received by the Seller no later than the 11<sup>th</sup> day after the agreed delivery date stated in paragraph (d), whether or not the puppy is picked-up.)

(3) Buyer forfeits the deposit and any rights to any puppy/dog if Buyer fails to complete the purchase of the puppy/dog for any reason.

(c) The balance of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_. No puppy/dog can be release until full payment is made.

(d) The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree.

(e) Payment of the balance may be made by cash, cashier's check, money order, Venmo or CashApp.

(f) In the event that the Dog is not available due to sickness, death, or any other circumstance due 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 with a suitable puppy.

(g) A boarding fee of \$ 10.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date (a 5 day grace period applies before charges will accrue), and must be paid in advance of picking up the puppy/dog.

**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, subject to paragraph 3 below.

### **3. Agreement To NOT Breed**

BUYER SPECIFICALLY AGREES THAT HE/SHE IS BUYING THIS DOG AS A COMPANION ANIMAL ONLY, AND WILL NOT BREED THE DOG UNDER ANY CIRCUMSTANCES. BUYER ACKNOWLEDGES THAT THIS AGREEMENT NOT TO BREED WAS AN INTRIGAL FACTOR IN NEGOTIATING THE PRICE OF THE DOG. The Buyer specifically agrees to have the Dog spayed or neutered as soon as it is old enough, at or near the age of six (6) months, or no later than eight (8) months of age. No transfer of any chip registration, AKC registration, or any other indica of ownership will be completed or provided to Buyer until Seller receives verifiable evidence that the Dog has been spayed or neutered. Buyer acknowledges that the price for a breeding quality dog is more than twice the amount paid by Buyer. Buyer also acknowledges that Seller has proprietary interest in protecting the lineage of her breeding animals, and has the absolute right to strictly control which animals that she sells which may be bred. Buyer agrees that any breeding of the Dog shall terminate any health guarantee made by Seller and constitute a material breach of this Agreement. BUYER SPECIFICALLY AGREES THAT HE/SHE WILL BE LIABLE TO SELLER IN THE AMOUNT OF \$2,000.00, PLUS ATTORNEY FEES AND COSTS, IF THE DOG IS BRED. Buyer agrees that this amount is fair and reasonable compensation for such a breach of this contract. If it is determined that Buyer entered into this agreement with the intention to breed the dog despite this restriction against breeding, Buyer specifically agrees, knowingly and intentionally, that Seller will be entitled three times this amount (\$6,00000), as reasonable damages, plus Attorney Fees and Costs. If suit is necessary to enforce this provision, Buyer consents to Seller initiating suit and obtaining a judgment against Buyer in New Jersey, even a judgment by default, upon actual or constructive service on Buyer at the address provided by Buyer herein.

**Buyer Acknowledges this Agreement not to Breed, Understands that breeding the dog under any circumstance would constitute a material breach of this agreement, Acknowledges and agrees to the stated amounts of damages for breaching this agreement, Agrees that the damages stated are reasonable damages for such a breach, and Knowingly and Intentionally Consents to enforcement of this provision in Court in New Jersey.**

\_\_\_\_\_  
(Witness- Print name and address below)

\_\_\_\_\_  
(Signature of Buyer)



### **4. Seller's Representations and Warranties**

Seller represents and warrants to Buyer that:

(a) Seller is the true and legal owner of the Dog and that Seller has full legal rights and authority to sell the Dog.

(b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance, unless stated herein.

(c) Seller guarantees that the Dog is a purebred dog or "hybrid" offspring of the purebred sire and purebred dam set out on page 1 of this Agreement. Notwithstanding, Seller makes no guarantees or warranties that the Dog will be of any certain size or color or coat quality as breeding is not genetically exact. Buyer agrees to rely upon its own research regarding qualities and size of the breed and or hybrid

and acknowledges that the Seller makes no guarantees other than those specifically listed in the Sale Contract.

## **5. 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 or particular purpose, including but not limited to obedience trials, show ring performance, and/or breeding purposes. Temperament issues are not covered by any health guarantee set forth in this Agreement.

## **6. Health Warranty and Remedies available to Buyer in case of Illness or Death**

(a) Seller represents and warrants to Buyer that the Dog is in good health, and free of communicable diseases at the time of this sale. Seller has conducted a veterinarian health check within fourteen (14) days prior to pick-up/delivery of the Dog, and has followed vaccination and deworming protocols as outlined by the Seller's veterinarian.

(b) Buyer MUST have the dog examined by his/her licensed veterinarian within five (5) business days from the date of pick-up/delivery, at Buyer's sole cost and expense, to verify the Dog's health. Buyer understands that certain test, especially those for Parvo, may give false positive results depending on how close in time the same are done after the dog's last vaccinations.

(c) In the extremely unlikely event that the Dog fails the health examination, Buyer must notify Seller immediately by providing written evidence from the veterinarian that conducted the examination clearly describing the condition. Any health certificate submitted by the Buyer under the section MUST contain ALL of the following information:

- (1) The name of the Buyer;
- (2) The date or dates of examination;
- (3) The breed, color, sex, age, and microchip I.D. # of the dog;
- (4) A statement of the findings of the veterinarian;
- (5) A statement that the veterinarian certifies the dog to be "unfit for purchase";
- (6) An itemized statement of veterinary fees incurred as of the date of certification;
- (7) An indication of whether the dog's condition is curable, and if so, an estimate of the possible cost to cure, or attempt to cure, the dog;
- (8) If the dog died, a statement establishing the probable cause of death (known as a necropsy report); and
- (9) The name and address of the certifying veterinarian and the date of the certification.

(d) If at any time within the fourteen (14) days after the date of pick-up/delivery, the dog becomes sick or dies, and a veterinarian certifies in writing as provided above, within that 14 days, that the dog is unfit for purchase due to a non-congenital cause or condition, or that the animal died from causes other than an accident, the Buyer will then have the choice to select one of the following:

- (1) The right to return the dog and receive a full refund of the purchase price, including tax, plus the reimbursement of the veterinary fees, including the cost of the veterinarian certification, incurred prior to the receipt by the Buyer of the veterinarian certification;

(2) The right to retain the dog and to receive reimbursement for veterinary fees incurred prior to the Buyer's receipt of the veterinarian certification, plus the future cost of veterinary fees to be incurred in curing or attempting to cure the dog, including the cost of the veterinarian certification;

(3) The right to return the dog and to receive in exchange a dog of the Buyer's choice from the Seller's then existing stock of available dogs, of equivalent value, plus reimbursement of veterinary fees, including the cost of the veterinarian certification, incurred prior to the consumer's receipt of the veterinarian certification; or

(4) In the event of the death of the dog from causes other than an accident, the right to a full refund of the purchase price of the dog, including sales tax, or another dog of the consumer's choice of equivalent value, if one is available, plus reimbursement of veterinary fees, including the cost of the veterinarian certification, incurred prior to the death of the animal.

(e) Buyer shall be responsible for any and all transportation costs associated with the return of the Dog to Seller.

(f) Buyer shall be entitled to reimbursement of veterinary fees ONLY up to and including two times the purchase price of the dog, including sales tax. No reimbursement of veterinary fees shall exceed two times the purchase price, including sales tax, of any dog purchased.

(g) Buyer understands accepts that any health guarantee contained herein covers only the original Buyer and is not transferable.

(h) Once Buyer takes possession of the Dog, Buyer is responsible for the Dog's environment, exposure to injury and health, including all costs associated with the same. Seller has provided Buyer with *New Dog/Puppy Care Instructions*, attached as Exhibit A. Seller will **NOT** be responsible for the care or replacement of any Dog due to heat stroke, abuse/neglect, or improper socialization, which occurs after pick-up/deliver to Buyer.

(i) Buyer agrees that she/he has thoroughly researched the breed of the Dog purchased, and understands the many health issues that the breed being purchased can possess. Should the Buyer discover a congenital defect or condition in the Dog after the 14 days immediately following pick-up/delivery of the dog, for up to one year from the date of sale, Seller hereby offers Buyer the option to bring the dog back to Seller and exchange the defective dog for another dog of equivalent value. The defective dog will then be donated as a service dog or adopted out to a good home.

(j) To ensure that Buyer does not euthanize the Dog, or take it to an animal shelter, Seller agrees to accept return of the Dog at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless Seller at her/his sole option elects to do so. However, Seller will warrant the safety of the Dog, and guarantees to find it a loving home.

## **7. Buyer's Representations**

Buyer represents to Seller that:

(a) Buyer has read and understands completely and agrees to the terms and conditions set forth the attached *New Dog/Puppy Care Instructions*, Exhibit A hereto.

(b) Buyer acknowledges that the Dog comes with up to date vaccinations, and agrees not have the Dog vaccinated within the first ten (10) days of receiving the Dog in order to avoid over-vaccination.

(c) Buyer agrees that the Dog will reside with Buyer as companion pet to Buyer and Buyer's family unless otherwise agreed to in writing by Seller and Buyer.

(d) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will or unconfined.

(e) Buyer will provide the Dog with nutritious food every day and necessary veterinary care, including deworming, heartworm prevention, flea prevention, regular vaccinations (including rabies) and as further outlined in the attached *New Dog/Puppy Care Instructions*, **Exhibit A** hereto.

(f) Buyer warrants and represents that she/he is not acting as the agent or representative of, or in any way on behalf of or in concert with, any other person, business, organization or entity in the purchase of the puppy/dog.

(g) Buyer warrants and represents that she/he will not under any circumstances sell, give, transfer or release the puppy/dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent or representative of any such business, facility, organization or entity.

(h) In the event Buyer wishes to sell or otherwise transfers ownership of the Dog to a new owner, Buyer shall first contact Seller and allow Seller the option to purchase the puppy/dog for the same terms, and, if Seller declines, Buyer will ensure that the new owner agrees in writing to comply with the terms of this Agreement.

(i) Buyer certifies that she/he is not a paid worker, member or volunteer for any 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 any such similar organization (on either a national, state or local level).

## **8. 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, Buyer agrees to hold harmless and fully indemnify, defend Seller against any and all claims. In addition, Buyer shall take financial responsibility and pay all of Seller's costs and expenses, including reasonable legal fees, for any amount paid in settlement and/or for any award or judgment with respect thereto. 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 to or destruction of property, and/or injury, illness or damage to any person.

## **9. 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.

10. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any litigation or arbitration shall take place in the governing State listed above.

11. **Entire Agreement**

This Agreement, **including *New Dog/Puppy Care Instructions*, Exhibit A hereto**, and any and all terms stated in our “What you MUST do to join our Dalmatian Family” instructions, represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied. Any additions, deletions or changes to this Agreement or any of the terms of any of our forms, shall be set forth in writing, dated and signed by Buyer and Seller. The only warranties given under this Agreement are those expressly set forth herein. Buyer acknowledges that by signing this **Bill of Sale/Sale Contract**, she/he is entering into a legal and binding contract, has had the opportunity to have all terms of this agreement reviewed by an attorney, and understands and agrees to all the terms hereof.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller

**Acknowledgement of Receipt**

By signing this document below, the Buyer agrees that she/he understands this Agreement in its entirety and acknowledges receipt of the Dog into their possession.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Buyer





## EXHIBIT A

### *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 need specific care in the first weeks and months in their new environment. Your puppy will need to transition from his/her current home to his/her new home, and it is very important for your puppy's health that you read and follow our guidelines closely.

1. 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.
  - New puppies need to be house broken. So far, your puppy has been in a pen with other puppies, on bedding that makes it easy to clean up puppy messes. He/she has no idea about "holding it" or going for walks or where they shouldn't go poop or piddle. You will want to start out by taking your puppy out often, at least every hour or two, to the same spot outside. Everyday should start with a potty break as soon as you wake up, and every meal and play time should end with a walk. Reward them with treats whenever they poop or piddle where they're supposed to. Remember, he/she is just a baby and needs you to teach him/her how to behave.
2. **DO NOT take your new puppy to pet parks or around unvaccinated dogs or pets until your puppy has received ALL the recommended 1<sup>st</sup> year shots!** Your puppy will have gotten his/her first few rounds of shots from your breeder, but a puppy old enough to go to his/her new home is not old enough for some recommended 1<sup>st</sup> year shots, so he/she will be vulnerable to catching illnesses in the environment or from other dogs which could be deadly. **YOU MUST take your puppy to your vet as soon as possible after you get home and work out when your puppy can be fully inoculated, and when it is safe for him/her to be around other animals.**
3. Wait a few days before introducing your new puppy to existing pets, and avoid excessive and rigorous play and unsupervised contact with young children during that period. New puppies need a lot of quiet time to rest. Too much playtime can stress the puppy. Put the puppy in its crate and leave it alone for regular naps. Remember everything is NEW for the puppy and the puppy needs time to acclimate to his/her new home.
4. **The most important thing is to make sure that your new puppy eats and drinks.** We recommend feeding the food we send home with you to transition your new puppy into their new



home and atmosphere. Changing food abruptly can cause digestive problems. Do not give your puppy bones, table scraps, milk, or treats. Any change in diet will upset the puppy's stomach. If you want to change your puppy's food, we recommend you do it gradually. We feed all our puppies Wholesome Sportmix, Chicken Meal & Rice from the time they are weened.

5. Keep your new puppy inside and warm in the winter, and cool and shaded in the summer.
6. **COCCIDIOSIS** or Coccidia in dogs, is a parasite which can be commonly found in puppies. Coccidia can become a problem during stressful periods such as transport, relocation, and entrance to a new environment. Some of the first signs of this problem is a bloody or loose stool, or diarrhea, lethargy, and not eating or drinking. If you notice these systems, take your puppy to your regular vet for evaluation and treatment immediately. Coccidia can be easily treated if you are alert and seek veterinarian help early on.
7. **Your breeder and veterinarian is your best resource for information for solving most puppy problems or concerns. We are here to help you and make sure your puppy experience is a positive one. Be sure to call us sooner than later.**
8. Feeding and Special Instructions (per Breeder): new home.
  - Dalmatians are prone to forming kidney stones due to a missing gene in their system needed to break down purines. This is a common health issue with all Dalmatians. We do not cover any expenses associated with kidney stones, crystals or anything that has to do with the urinary tract, kidney, bladder or urethra, nor do we guarantee that your dog will not have any issues as those described here. It will be your responsibility to feed your dog a proper diet and monitor their urinary tract health.
  - Dalmatians are prone to deafness. Since this is something the dog would be born with, it will be ready apparent if the puppy has full or partial deafness (partial deafness is harder to detect). Your breeder gives every puppy a hearing test, so your puppy will come with a certificate establishing any hearing difficulty. Since any such condition would be disclosed to you in advance, and the price of the puppy adjusted accordingly, this would not be a reason to return the dog or claim reimbursement for any expenses. Even deaf or partially deaf dogs make great companions, but it is imperative that you take the time to learn how to communicate. Deaf dogs should not be bred, however, but this should not be a problem since all our dogs are sold as companions, with strict agreements against breeding.
  - Dalmatians are very intelligent and full of energy. They always want to be where the action is, and so leaving them along for long periods may be asking for trouble. Without exercise, you could end up with a frustrated, destructive Dalmatian. Provide as much training as you can, and make exercise a daily routine. Dalmatians were bred to be coach dogs (to follow a coach and horses), so there is no such thing as too much exercise for these dogs. Dalmatians make wonderful companions for jogging and long walks.
  - Every Dalmatian has a unique pattern of spots on his/her coat, like a fingerprint. You will always be able to identify your puppy from his/her spots. Something else you should know, Dalmatians shed all year, so regular brushing is recommended.

