

Bill of Sale and Health Guarantee for Dog

This agreement made the _____ day of _____, 20_____ by and between:

Buyer Name: _____

Address: _____

Phone Cell/Landline (circle): _____

Email: _____

Seller Name: Rachel Hedrick

240-666-7340

RDFrenchies@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 as a pet:

Name of Dog:

Breed: _____ Color: _____

Date of Birth: _____ Sex: _____

Pet only or Registered:

Sire Name:

Sire Registration:

Dam Name:

Dam Registration:

Bred by Seller?

State of health: Up to date with shots and deworming. See Medical Record. The health of the puppy is in good condition at date of transfer.

initials: _____

The parties (Both Seller and Buyer) accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the dog or puppy.

TERMS AND CONDITIONS

Reservation fee, Payment of Purchase Price, Fees

Buyer has paid \$_____ total for purchase price, If a reservation fee was made, \$_____ was given to Seller and applied to total.

Seller's Representations and Warranties

Seller Represents and warrants to Buyer that:

Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.

The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

Seller guarantees that the Dog is offspring of the sire and dam set out on page 1 of this Agreement.

Buyer has 3 business days (excluding Sundays) from the delivery/pickup 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 of purchase price within 7 days of the examination.

If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.

During this 10 day period if puppy is returned with veterinarian statement due to medical findings, seller offers a full refund.

If puppy is returned for any reason other than medical, a refund minus the reservation fee will be given.

Seller offers a health guarantee against life threatening or debilitating hereditary defects until the dog's first birthday.

The Dog is in good health and free of communicable diseases at the time of this sale. The Dog has had one or more set of shots and deworming as scheduled depending on the pickup/delivery date. See Medical record for details.

After the initial 10 day period up until the dog's first birthday, if the dog is to be returned for a life threatening or debilitating defect, seller does not offer any monetary refund, only a replacement puppy when one becomes available.

Dog must be returned to seller along with all medical records and written veterinarian statement in order to receive replacement.

Should buyer elect to keep the dog despite medical findings, no replacement puppy will be provided and all future medical expenses will be the sole responsibility of buyer.

At no time will seller ever be responsible for any and all medical expenses accrued by buyer.

This guarantee does NOT cover eye defects that can be reversed or treated, allergies, undescended testicles, umbilical hernia, dermatitis, skin conditions that are treatable, common parasites or parvovirus. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the breed they are purchasing and understand the many health issues they can possess. Any known conditions will be listed in the "state of health" section above and will not be covered in this guarantee.

Buyer is responsible for all medical costs of their puppy. (No refund will be given).

Buyer agrees NOT to take their puppy to public places like dog parks, pet stores or allow them to touch the floor or come in contact with other animals at their vets until all age appropriate shots have been completed per their veterinarian's recommendations.

This guarantee covers only the original Buyer and is not transferable.

To ensure the 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 for any reason. Seller will not issue a refund or provide another Dog.

This guarantee is null and void for any of the following reasons:

The dog changes ownership. Seller must be notified prior to transfer if possible and contact information exchanged. Seller reserves first right of refusal or choice to take the dog back instead of transfer.

The dog is bred knowingly or accidentally at any time if under limited or pet only option.

*If dog is bred intentionally or accidentally in it's lifetime, buyer is to pay a monetary fine of up to \$1000 per puppy produced to the seller. The amount of fine is at seller's discretion. *

Evidence of abuse is present.

Any agreements in this Contract are not met

Fitness of Purpose:

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.

Buyer's Representations

Buyer represents to Seller that:

If purchased as a pet only Buyer will have the pet spayed/neutered before 24months of age.

The Dog will reside with Buyer as a pet to Buyer and Buyer's family.

Buyer will not keep the Dog chained, tethered or permanently house the Dog in a kennel.

Buyer will provide the Dog with nutritious food and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations, including rabies.

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

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.

In the event Buyer can no longer care for the Dog, for whatever reason(s), the Buyer is to release the Dog back to the Seller. No refunds will be given.

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, and amount paid in settlement and any award or judgement with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including damage to or destruction of property, and injury to any person.

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 1 year of the date such claim or loss occurs.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Maryland.

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.

Sellers signature _____ Date_____

Buyer(s) signature _____ Date_____