**BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY**

THIS AGREEMENT made the day of , 2021 by and between:

**Buyer:**

Name:

Address:

Phone: Email:

**- AND –**

**Seller:**

Name:

Address:

Phone: Email:

UPON PAYMENT of the sum of $ paid by Buyer to Seller, receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog to Buyer:

|  |  |
| --- | --- |
| Name of Dog: |  |
| Breed: | Color: |
| Date of Birth: | Sex: |
| Registration |  |
| Sire Name: | Sire Registration |
| Dam Name: | Dam Registration |
| Bred by Seller? | If no, name of breeder:    Date acquired: |
| State of health: Puppy received a clean bill of health from a licensed veterinarian on |  |

**TERMS AND CONDITIONS**

# Deposit, Payment of Purchase Price, Fees

* Buyer has chosen to have the Dog microchipped for an additional fee of $ .
* Buyer has chosen to have the Dog delivered for an additional fee of $ .
* Buyer has chosen extended stay at a rate of $15 per day for days. Total extended stay fees $ .
* Buyer has chosen to add in home crate/potty training at a rate of $75 per day for days. Total training fees $ .
* Buyer has paid a deposit of $ , with payment of the balance of $ which includes any fees, due upon release of the Dog to Buyer. The expected delivery date is , or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier’s check, money order, Venmo, or PayPal. A 3.1% processing fee will be added to PayPal transactions.

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 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 $15 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 shall promptly take all actions required to officially transfer ownership and registration of the Dog to Buyer.

# 3. Seller’s Representations and Warranties

Seller represents and warrants to Buyer that:

* Our puppies will all come health checked by a veterinarian and will be current on all vaccinations and deworming.
* The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 72 hours 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 replacement puppy from a litter of the buyer’s choice. Failure by Buyer to have the Dog examined within the 72 hour 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.
* We provide a one year health guarantee against any life threatening congenital disease or defects. **NO OTHER CONDITIONS ARE COVERED.** Seller will NOT assume responsibility for the puppy/dog or replace a puppy due to heat stroke, abuse/neglect, or improper socialization.
* 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.
* All sales are final and no cash refunds will be issued. Breeder offers replacement puppy only. Replacement puppy will be of the same value as original purchased puppy.
* In the event of an illness or death of the puppy all registration papers must be signed and sent back to Breeder along with all  diagnostic tests or necropsy before replacement puppy is sent,
* If the puppy is bred before its first birthday this guarantee is null and void.
* 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. 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 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, show ring performance, and/or breeding purposes.

# 5. Buyer’s Responsibilities:

* We ask that you have your puppy examined by a licensed veterinarian with 72 hours of delivery and call or email us to inform us of the results of the examination. **Failure to complete this crucial step will terminate the health guarantee of your puppy.**This guarantee will then be null and void.
* Be sure to provide your puppy with routine preventive care, such as, but not limited to: completing all puppy vaccinations, annual physical examinations by a licensed veterinarian and following veterinarian guidelines for continuing vaccinations and deworming.
* From the time the puppy is delivered all veterinarian and care expenses become the sole responsibility of the buyer, including any diagnostic tests necessary in the event of illness or death of the puppy.
* To make a claim of death a necropsy by a licensed veterinarian will need to be performed and a copy of the results forwarded to the Breeder and the Breeder's veterinarian for examination before replacement puppy is sent. Breeder's veterinarian reserves the right to have a consultation with Buyer's veterinarian if deemed necessary.​
* The Dog will reside with Buyer as companion pet to Buyer and Buyer’s family.
* 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.
* Buyer is not acting as 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 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 placement with Seller, 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.

**8. Governing Law**

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

# 9. 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.

**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 |

***Acknowledgement of Receipt***

I acknowledge that I have received the Dog into my possession.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  | Signature of Buyer |