**BILL OF SALE / SALES CONTRACT FOR 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 **$1300** paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following puppy (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**

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

Buyer has paid a deposit of $**300**, with payment of the balance of $**1000** due upon release of the Dog to Buyer. The expected delivery date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or such other date as the parties may mutually agree in writing. Payment of the balance may be made by cash, cashier’s check, or money order.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

(a)  Buyer fails to pay the balance of the Purchase Price on the delivery date, or

(b) Buyer refuses the terms of the Sales Contract.

In such event the 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 $25 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 (at Seller’s sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer. The Dog will be delivered with limited registration.

Dog is sold on an AKC limited registration, and is not eligible for breeding without the written release and consent of Seller. In the instance that Dog is bred without Seller’s written release and consent the Buyer shall owe to the Seller liquidated damages in the amount of $5000. In the event that the Dog is bred, intentionally or accidently, to create a hybrid or designer litter the Buyer shall be liable for liquidated damages in the amount of $8500.

**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 that Seller 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 a purebred dog, 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 3 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 within 2 days, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 3 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.

(e)  This Guarantee does NOT cover Allergies, undescended testicles or retained puppy teeth. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Dog’s breed, and understand the training and health issues they may incur. Buyer is responsible for all medical costs of their puppy. (No refunds will be given to medical expenses.) This guarantee covers only the original Buyer and is not transferable.

(f) Reasonable precautions have been taken to minimize the likelihood that the puppy may develop hereditary faults through breed specific testing for conditions as recommended by the American Belgian Malinois Club such as Hip or Elbow Dysplasia and Autoimmune Thyroiditis.  However diseases can still be caused by environment, vaccinations, or factors unknown to science.  In the event the Dog develops one of these hereditary conditions before two years of age Seller may provide Buyer with a replacement Dog or refund, at Sellers discretion.  Buyer must return the Dog and provide veterinary documentation of the hereditary condition to include any testing, x-rays, bloodwork or assessments required to make diagnosis.  Seller is not liable for any damage, cost or expense in relation to the condition.  If a replacement Dog cannot be provided within two years of return of the Dog then Buyer will receive a refund pending aforementioned documentation.

(g) 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.

**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 Representations**

Buyer represents to Seller that:

(a)  Buyer should have the Dog spayed or neutered, preferably after the age of 12 months. Early spay or neuter can cause health issues for which the Seller is not responsible.

(b)  The Dog will reside with Buyer as companion pet to Buyer and Buyer’s family.

(c)  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.

(d)  Buyer will provide the Dog with nutritious food and necessary veterinary care and proper immunizations as required by law.

(e)  Buyer is not acting as 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.

**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 the Sellers home of record at the time of sale.

**9. Cancellation of Sales Contract**

Seller will endeavor to provide Buyer with the temperament that will meet their needs as noted on the Buyers application. In the event that Seller determines a suitable puppy is not available from the aforementioned litter this contract for sale is terminated and the deposit will be refunded.

**10. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Acknowledgement of Receipt***

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

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

**Deposit to Hold Puppy**

1) The Buyer has provided the sum of $300 on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in anticipation of a suitable puppy being available for sale to Buyer from the **Astronaut** litter estimated whelping in the month of **July** 2016.

The Buyer warrants by tendering the deposit that they have reviewed the Sellers Sale Contract without alterations or reservations. The Buyer has provided an application for the litter with personal preferences on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

2) The Seller warrants that they will properly review the litter for a suitable puppy for the Buyer’s needs and lifestyle, making the best possible match. The Seller will reserve the puppy from the litter for the Buyer until reasonable pick-up can be made by the Buyer within 12 weeks of whelping of the litter. Any delivery beyond 12 weeks requires an additional written agreement and may incur additional charges.

Deposits are taken prior to whelping, and therefore the total number of puppies cannot be guaranteed. While reservations are made in the order deposits are received, the suitability of the puppy to a particular family is paramount. In the event that there is no suitable puppy for the Buyer within the litter the Seller shall return the $300 deposit and render the Deposit Contract and Sales Contract void.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_