

Chalk Creek Cavapoos and Cavapoochons

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 \$_____ paid by Buyer to Seller (the "Purchase Price"), Seller grants, sells, conveys and transfers ownership of the following dog/puppy (the "Dog") to Buyer:

Name of Dog: _____

Breed: _____

Color: _____

Date of Birth: _____ Sex: _____

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

Signature of Buyer: _____ Date _____

Signature of Seller: _____ Date: _____

Acknowledgement of Receipt:

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

Signature of Buyer: _____ Date: _____

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees Buyer has paid a deposit of \$ 300, with payment of the balance of \$ _____ due upon release of the Dog to Buyer. The expected release date is _____, or such other date as the parties may mutually agree. Payment of the balance shall be made by cash.

2. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: (a) Buyer fails to complete the purchase of the Dog for any reason, or (b) Buyer fails to pay the balance of the Purchase Price no later than the delivery date. If the Dog has to be boarded by the Seller, the Buyer must pay the remaining balance by the original 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 \$25 per day will be charged for each day the Dog is boarded by Seller past 3 days of the agreed delivery date unless other arrangements are agreed upon by Seller and Buyer. The new arrangement is as follows:

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) 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, 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 the sole responsibility of the Buyer and this health guarantee will be null and void. (d) If the Dog is found to have a fatal or severe life-altering genetic defect by the age of 1 year that is diagnosed by the Buyer's veterinarian, the Buyer has 3 business days to notify the Seller of their veterinarian's findings in writing and the Dog will be returned to the breeder within a reasonable time after the exam (as determined by the Seller). The problem must be recognized by a licensed vet and a written copy of the tests/procedures performed and the diagnosis must be sent to the seller within 10 days of the diagnosis of the condition. Furthermore, no treatment or surgery should be done on the puppy until the seller is contacted and has time to confer for a second opinion. In addition, Buyer will be responsible for any and all veterinary cost associated with the dog. No refunds will be given to the Buyer for veterinarian cost. When the Buyer has determined to return the dog (with defects such as those determined by the veterinarian) and Seller has been notified, the

Dog must be returned to the seller within 2 weeks of written notification from the Buyer. If the buyer decides to keep the Dog in the event of a defect being found (and does not make arrangement to return the Dog within 2 weeks of notification of defects), the Seller no longer has any obligations to replace the Dog at any later date. If the Dog is returned due to the life-threatening defect/s and the Seller's veterinarian agrees to the diagnosis of the condition after conferring with the Buyer's veterinarian, then a replacement Dog will be issued as soon as one becomes available. If a replacement Dog does not become available within one year, the Seller will refund the Buyer's purchase payment in full. (e) This Guarantee does NOT cover allergies, undescended testicles, umbilical hernia, loose hips/knees, or dermatitis. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization or by the illness or injury caused by stress and induced hypoglycemia, canine influenza, pneumonia,

Buyer's initials _____

parasites internal or external, ringworm, coccidiosis, giardia, hepatitis, or other diseases/illnesses/viruses, or mites after leaving the Buyer's care. There are types of parasites that lie dormant and can be brought on by stress or change of environment due to allergies, etc., and there is no way to predict how a Dog will cope with the change. (See Buyer's Representations (c)). (f) This guarantee covers only the original Buyer and is not transferable. (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. 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. At the age of 6 months, Buyer will have the Dog spayed or neutered.

5. Buyer's Representations:

Buyer represents to Seller that: (a) 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. (b) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies). (c) Buyer agrees to not change the Dog's food for at least one week after picking up, as to not stress the Dog more than necessary. All change in the Dog's food needs to be gradual as outlined on the instructions of the Dog's food bag. (d) Buyer is not acting as agent for any other person or business in the purchase of the Dog. (e) 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. (f) 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. 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.

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____