

## 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: Kathleen Beckett \_\_\_\_\_

Address: P.O.Box71933 \_\_\_\_\_

Phone: \_\_\_\_\_

Email: brookstonekennel22@gmail.com \_\_\_\_\_

UPON PAYMENT of the sum of \$ 3000 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:

Name of Dog:	
Breed: Goldendoodle	Color:
Date of Birth:	Sex:
Registration # (if any):	
Sire Name:	Sire Registration # (if any):
Dam Name:	Dam Registration # (if any):
Bred by Seller? yes	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 \$\_\_500\_\_\_\_\_, with payment of the balance of \$\_\_2500\_\_\_\_\_ due upon release of the Dog to Buyer. The expected delivery date is \_\_December 1, 2022\_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by cashier's check, money order, or PayPal (3% surcharge applies).

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 within \_\_1\_\_ day 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 \$\_\_100\_\_\_\_\_ 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.

### 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 crossbred dog, offspring of the crossbred sire and crossbred 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 2 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 including the deposit. If the buyer keeps the puppy, they assume all costs for health care of the puppy.
- (e) This health warranty covers ALL Congenital and Genetic health defects in the puppy for 2 years from -

the date of sale.

Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Goldendoodlecrossbreed, and understand the health issues they can possess. 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.

(f) 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 (Congenital or Genetic health conditions) after 2 years from date of purchase.

#### **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. Puppy is sold as a Pet only until the dog matures to 1 year of age for male dogs and 2 years of age for female dogs. Breeding of the dog (whether planned or accidental) without prior authorization and payment for breeding rights will nullify this warranty.

#### **5. Buyer's Representations**

Buyer represents to Seller that:

- (a) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family and will not be used for breeding purposes. If Buyer opts to keep their dog intact (not spayed or neutered) they will take proper precautions to avoid any unplanned litter that may result. (Separate intact males and females)
- (b) 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.
- (c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies), as recommended by the veterinarian.
- (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. Governing Law**

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

**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.

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