

BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the _____ day of _____, 20__ by and between:

1. IDENTIFICATION OF PARTIES AND PUPPY

Buyer:

Name:

Address:

Phone: _____ Email: _____

- AND -

Seller:

Name: Luann Wallace

Address: P.O. Box 44 Mesa Co 81643

Phone: 970-270-6866 Email: luann1009@yahoo.com

a) 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 (the "Puppy") to Buyer.

Name / Identification of Dog:	
Breed: Boston Terrier	Color:
Date of Birth:	Sex:
Registration #:	Microchip #:
Sire Name:	Sire Registration # :
Dam Name:	Dam Registration #:
Bred by Seller: Luann Wallace Spanky's Dogs	If no, name of breeder: Date acquired:
State of health: vet wellness check on:	

b) During the life of Puppy, Buyer and Seller agree to notify each other, within 30 days, of any changes in address or phone numbers.

2. LIMITATIONS OF CONTRACT

This contract applies to the original Puppy and original buyer only and is non-transferable to a second party.

3. SELLER'S REPRESENTATIONS

a) As of the date of this agreement, Puppy is in good health and free of communicable diseases.

b) Parents of the Puppy are tested to not carry genetics for Juvenile Hereditary Cataracts (JHC) or Degenerative Myelopathy (DM). Seller has taken all reasonable precautions to ensure that the Puppy's parents are healthy and do not have known health issues that can be passed down. Seller cannot guarantee that Puppy will not develop or display genetic, hereditary, or acquired conditions.

c) Boston Terriers and other brachycephalic (short-nosed) breeds are susceptible to congenital (born with it) or acquired nasal stenosis (also called stenotic nares, or narrowed nasal passages). This is a treatable condition that could require surgery to help the Puppy breathe well. It is a feature of the breed and hereditary to the breed, genetic testing will show all dogs of this breed susceptible to the condition. Seller cannot guarantee that Puppy does not have or will not develop narrowed nasal passages. Buyer is encouraged to research this condition prior to purchasing any short-nosed breed of dog, and to discuss this condition and treatment with their veterinarian. Seller assumes no responsibility for the treatment of or costs of treatment for this condition should it be found in the Puppy. Buyer agrees to notify Seller if the Puppy presents with and/or is treated for this condition.

d) This Puppy is sold as a pet only with NO breeding rights. Limited AKC registration is available.

4. BUYER'S REPRESENTATIONS and RESPONSIBILITIES

a) At time of pickup, Buyer is completely satisfied with and waives any and all claims regarding the Puppy's conformation and outward appearance, and agrees that Puppy meets the Buyers expectations related to appearance and breed standard at this age.

b) Upon taking possession of the Puppy, the Buyer has 72 hours in which to have Puppy examined by a licensed veterinarian and to personally inspect the Puppy. Buyer may return the Puppy to Seller for a full refund within this period if a licensed veterinarian identifies significant health or other concerns which, in the opinion of the licensed veterinarian, make the puppy an unfit or unhealthy pet. Buyer agrees to pay all return transportation costs to Seller's residence.

b) Buyer agrees to maintain Puppy in good health for the entire life of the Puppy and provide routine preventative health care including, but not limited to the following: annual physical exams by a licensed veterinarian, annual vaccinations and any health or maintenance tests recommended by a licensed veterinarian, continual heartworm prevention, and rabies vaccinations as mandated by Buyer's state and county of residence.

c) Buyer agrees to provide proper exercise as indicated in order to maintain Puppy in proper weight and physical shape for the entire life of the Puppy. A proper diet

consisting of top-quality dog food shall be fed. The AKC and other leading experts strongly advise against grain-free diets for dogs, please avoid grain-free food unless your veterinarian recommends otherwise for treatment of specific health concerns.

d) Buyer agrees that Puppy is intended to be a pet and family member, and that the Puppy is not to be left solely in a backyard or kennel and will be allowed to spend substantial quality time in the home with family members.

e) Buyer agrees to immediately inform Seller if Buyer is no longer able to meet the needs of the Puppy (at any age) or provide appropriate care of the Puppy and will return Puppy to Seller at no cost for re-homing if Buyer can no longer provide appropriate care for the Puppy.

f) Buyer agrees to not allow the Puppy to breed and to have Puppy spayed or neutered at the sole cost of the Buyer no later than 24 months of age. Buyer will work with their licensed veterinarian to determine appropriate timing for spaying or neutering to support the best physical and social development of the Puppy. Buyer agrees to provide proof to Seller when Puppy is spayed or neutered.

g) Buyer agrees to provide appropriate training, appropriate environment, and stimulation for Puppy for the entire life of the Puppy to ensure that Puppy develops healthy behaviors and can be a loved and integrated part of the family. Buyer agrees to make Seller immediately aware if Buyer becomes unable to manage Puppy's behavior (at any age) and Buyer agrees to return Puppy to Seller at no cost for re-homing if Buyer cannot manage Puppy's behavior.

h) Buyer agrees that under no circumstances will Buyer ever surrender Puppy (at any age) to any animal shelter or rescue. If Buyer should ever find themselves in a situation where they cannot provide proper care or love for Puppy (at any age), Buyer agrees to return the Puppy to Seller at no cost for re-homing.

5. CONSIDERATION

a) Puppy, identified in Section 1, is being sold for the sum of \$_____. Deposit of \$_____ to be paid on _____ as a non-refundable deposit, the remainder to be paid in full on/by the time the Puppy is 8 weeks old, and prior to pickup. If Buyer uses PayPal, there is a 3% additional charge on the total. Puppies that will be shipped must be paid off by 6 weeks of age for shipment at 8 weeks of age. Puppies not paid off by 6 weeks will be offered for resale, and Buyer will forfeit the deposit.

b) EXTRA SERVICES: Travel crate, shipping, and health certificate to be paid by Buyer; microchip, first shots, vet check, and de-worming are included in the purchase price. Pick up is up to the Buyer. Pick up is required at 8 weeks of age. Additional boarding charges of up to \$30.00 per day may be charged if Puppy is picked up after 8 weeks of age.

c) Deposits are not refundable. Seller relies on the deposit as a guarantee of sale and Seller loses any other opportunity to sell the Puppy to other buyers by so relying on the deposit and purchase agreement. If the Buyer changes their mind, Buyer will forfeit the deposit. By placing a deposit, Buyer agrees to and represents that they understand the contract terms.

d) Seller reserves the right to cancel the transaction with no refund of the deposit if Seller learns of any reason why Buyer might not be able to provide a suitable home for the puppy – (i.e. Buyer is found to be an animal abuser, violent person, representative of a pharmaceutical research laboratory etc.) or uses or intends to use the Puppy in any illegal or breeding enterprise. In the case Seller finds out that information Buyer provided is not correct (i.e. Buyer owns dogs that Seller was unaware of, Buyer's place of residence changes to something non-suitable for a dog, etc.), Seller may cancel the transaction with no refund of the deposit.

e) Seller reserves the right to cancel the transaction in the event the Seller learns of any health or other concerns that make the Puppy inappropriate to be sold. If the transaction must be cancelled due to an unforeseen concern such as an accident or if the Puppy were to die or otherwise become seriously injured or ill before it goes to its new home, then the deposit will be returned to the Buyer. Buyer will have the option to apply the Deposit to another Puppy, if one is available, or to a Puppy from the next available litter at the sole discretion of the Buyer.

6. HEALTH/TEMPERAMENT

a) Seller guarantees that at the time of sale, Puppy is in good health and has received appropriate medical inoculations and worming. Seller will provide Buyer with a health record detailing treatment Puppy has received under Seller's care, and any future care Seller feels is essential to Puppy's well-being.

b) Seller has taken all reasonable precautions to ensure that the Puppy's parents are healthy and do not have known health issues that can be passed on to Puppy. Seller cannot guarantee that Puppy will not develop or display any genetic, hereditary, or acquired conditions. Buyer agrees to inform Seller of any concerning health conditions developed by or diagnosed in the Puppy throughout its lifetime.

c) Puppies are raised in a home environment and handled and pet frequently so they will be accustomed to interaction with people. Very careful training and socialization from a young age is critical for puppies temperament development. Seller strongly recommends that Buyer attends obedience classes with Puppy and provides proper socialization opportunities for Puppy.

c) Seller shall not be held responsible for acts of Puppy.

d) Seller shall not be held responsible for the development of disqualifying faults, diseases, illnesses, or disorders. Seller shall not be responsible for treatment or cost of treatment for any such disease, illness, or disorder.

By signing below, Buyer (s) declare(s) that _____ has read, understands and agrees to the above Contract.

SELLER'S signature/date

BUYER'S (1 or 2) signature/date

I have received the PACFA rabies information with my puppy or dog. _____ (buyer's initials)

I have received the health record for my new puppy or dog. _____ (buyer's initials)