

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

THIS AGREEMENT made the    day of    2023 by and between:

### 1. Buyer:

Name:

Address:

Phone:

- 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"), 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: Russell Terrier                        | Color:                                    |
| Date of Birth:                                | Sex:                                      |
| Registration                                  | Microchip                                 |
| Sire Name:                                    | Sire Registration                         |
| Dam Name:                                     | Dam Registration                          |
| Bred by Seller: Luann Wallace<br>Spankys Dogs | If no, name of breeder:<br>Date acquired: |
| State of health: vet wellness check on:       |   |

### b) EXTRA SERVICES:

Travel Crate, Shipping, and health Certificate to be paid by buyer, microchip, first shot 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. You will be charged \$30.00 per day until puppy is picked up after puppy turns 8 weeks of age.

### 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) The Buyer has 72 hours in which to have Puppy examined by a veterinarian and to personally inspect Puppy. Buyer may return Puppy to Seller for a full refund for any reason within this period, providing Buyer agrees to pay all return transportation costs to seller's residence.

### C. This puppy has no breeding rights.

### 4. BUYER'S REPRESENTATIONS

- a) Buyer is completely satisfied with and waives any and all claims regarding the Puppy's conformation, and outward appearance (meaning Puppy meets the breed standard at this age - 8 weeks).

## 5. CONSIDERATION

Puppy, identified in Section 1, is being sold for the sum of \$\_\_\_\_\_.

A deposit of \$\_\_\_\_\_ is due at time contract is signed as a non-refundable deposit. The remainder is to be paid in full on/by the time puppy is 6 weeks old. If you use PayPal, there is a 3% additional charge on the total.

If puppy is older than 6 weeks old when contract is signed, CASH on delivery is the only payment method accepted.

Deposits are NOT refundable. If you change your mind, decide that you do not want the puppy, decide to buy a puppy from somewhere else or find out that you cannot have a puppy; you will forfeit your deposit.

By placing a deposit, you agree and understand these terms. By placing a deposit on any puppy, you are making a legal agreement to purchase that puppy. Failure of the Buyer to complete the purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for his possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of the Puppy.

The Seller reserves the right to void the transaction if we learn of any reason why Buyer might not be suitable for the puppy – ( i.e. Buyer is found to be an animal abuser, violent person, representative of a pharmaceutical research laboratory etc.) or uses the puppy/dog in any illegal enterprise.

In the case we find out that information you submitted on puppy application is not correct (you own dogs that we were unaware of, your place of residence has changed to a non suitable for a dog) You would not get your deposit back and puppy will be reoffered for sale to someone else.

If the transaction is voided through some tragic accident the Puppy were to die or otherwise be seriously injured before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

NOTE: Puppies 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 your deposit will be forfeited.

## 6. HEALTH/TEMPERAMENT

a) Seller guarantees that 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 future care Seller feels is essential to Puppy's well being.

b) Seller strongly recommends that Buyer attend obedience classes with Puppy and provide 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 non-genetically derived disqualifying faults, diseases, or disorders.

## 7. MAINTENANCE

a) Buyer agrees to maintain Puppy in good health, provide routine preventative health care including, but not limited to the following: annual physical exams by a licensed veterinarian, annual vaccinations against DHLPP, annual fecal exams, continual heartworm prevention, and rabies vaccinations as mandated by Buyer's state and county of residence.

b) Buyer further agrees to provide proper exercise as indicated in order to maintain Puppy in proper weight and physical shape. A proper diet consisting of top-quality dog food shall be fed. It is NOT necessary nor advised to supplement unless directed to do so by your veterinarian. Foods NOT to be fed include highly commercialized brands with artificial preservatives. Vitamin E is an acceptable preservative.

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

d) Buyer agrees that 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.

#### 8. YOUR RESPONSIBILITIES:

It is your responsibility to take your new puppy to your veterinarian as soon as possible after they arrive in your home for a comprehensive health check-up. This is something that needs to be done with a dog as well.

Under no circumstances should you ever surrender your dog to an animal shelter!

If you should ever find yourself in a situation where you cannot keep your dog, and you cannot find a suitable, loving home for them, we ask that you contact us for help. If necessary, we will gladly provide a loving home for them until they can be placed elsewhere.

By signing below you take complete and full responsibility for your dog!

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

SELLER'S signature/date

Luann Wallace

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)