

BILL OF SALE / SALES CONTRACT FOR PUPPY

THIS AGREEMENT made _____ 2017 by and between:

Buyer:

Name:

Address:

Phone:

Email:

- AND -

Seller:

Name: Janet Best

Address: 1425 SW 144 Place Burien, WA 98166

Phone: 206-920-5076

Email: janetebest@msn.com

UPON PAYMENT of the sum of [PRICE] 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: [NAME OF DOG] a Bernedoodle.

Breeding: Bernese Mountain Dog w/Phantom Toy & Moyen Parti

Date of birth: [DATE]

Date delivered: [DATE]

Dam: Lily Louise

Sire: Rocky & Marco

Dam Color: Black, white &
brown

Sire Color: Black and brown &
Black & white

Bred by Seller? Yes

Puppy state of health: [DATE] examination prior to its first vaccination at 8 weeks was [RESULT].

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, Purchase Price, Final Payment, Delivery Date

Buyer has paid a deposit of \$500.00 on _____ for a puppy in the [BIRTH DATE] litter therefore the balance of [\$ ----- tbd depending on the color choice of the dog] is due upon release of the Dog to Buyer. The delivery date is [DELIVERY DATE , 2017]. Payment of the balance may be made by cash, cashier's check, personal check or money order payable to Janet Best.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: Buyer fails to pay the balance of the Purchase Price upon the Delivery Date. In this case, the Buyer is electing to roll the deposit to only the next breeding (sires and dam to be determined). The Seller is thereby eligible to sell the dog to a different Buyer.

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.

If Buyer does choose a dog from the current litter yet is not able to take it home within 3 days of the Delivery Date, a boarding fee of \$20.00 per day until will be charged for each day the Dog is boarded by Seller past the Delivery Date.

2. Transfer of Ownership and Registration

This puppy is sold without papers. Transfer of ownership is the Delivery Date.

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 F1 Bernedoodle combining a Bernese Mountain Dog with both Phantom Toy Poodle via a Trans Cervical Insemination and a Parti Moyen Poodle twice via Artificial Insemination and natural tie, offspring of the purebred sires 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, 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 refund or replacement (as available) 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 Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodetic mange. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Bernedoodle breed, and understands the health issues they can possess. Buyer is responsible for all medical costs of their puppy. If prior to [DATE - ONE YEAR PAST BIRTH] the puppy passes due to a medical health concern other than those listed above, the owner will receive 3rd pick of a puppy from a future litter (Bernedoodle or Bernese if the breeder is still breeding) or a refund of one half the original price of the puppy. This guarantee covers only the original Buyer and is not transferable.

(f) To ensure that Buyer does not euthanize the Dog unnecessarily or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. In this case, the Buyer will not be issued a refund or provided another Dog 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.

5. Buyer's Representations

Buyer represents to Seller that:

- (a) **For good health reasons, buyer will wait a minimum of 1 year before spaying or neutering the Dog.**
- (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 de-worming, heartworm prevention and regular vaccinations as recommended by a veterinarian (including rabies).
- (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 and will inform Seller of such action.

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 Washington.

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 Seller _____

Acknowledgement of Receipt - I the Buyer acknowledge that I have received the Dog into my possession.

Date/Signature of Buyer _____