

BILL OF SALE AND CONTRACT FOR A BERNEDOODLE PUPPY

THIS AGREEMENT made on _____ by and between:

Buyer:	Seller: Janet Best
Address:	Address: Call for Address Burien, WA 98166
Phone:	Phone: 206-920-5076
Email:	Email: janetebest@msn.com

The Purchase Price is \$2,900 for the puppy not including sales tax of 10.3% (6.5% for Washington State tax and 3.8% sales tax for the City of Burien). Therefore, 10.3% of \$2,900 or \$298.70 for a sum of \$3,198.70. However, the Buyer has paid a deposit of \$500 on XXXXXXXX; therefore the balance is \$2,698.70 is due upon release of the Dog to Buyer. Payment may be made by cash, Zelle (via 206-920-5076), cashier's check, personal check or money order payable to J. Best.

The Delivery Date is: **Month Day Year.**

Puppy Chosen: XXXXXXXXXXXX

Dam Breed: Bernese Mountain Dog	Sire Breed: Miniature Poodle
Dam Name: Liberty	Sire Name:
Dam Color: Black, Brown & White	Sire Color:

Breeding performed by Seller's Veterinarian, Happy Tails Veterinary Hospital Phone - 425-254-2779.

Puppy state of health on XXXXXXXX prior to dew claw removal and again on XXXXXXXX, prior to its first vaccination at 8 weeks was "XXXXXXX." The type of vaccination given was DAHPP and veterinarian contact information is provided above.

**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 and Delivery Date

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 \$45.00 per day until will be charged for each day the Dog is boarded by Seller past the Delivery Date.

As explained above, the purchase price is \$2,900 for the puppy plus state sales tax of 10.3%.

2. Transfer of Ownership and Registration

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

3. Seller's Representations and Warranties 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 F-1 Bernedoodle combining a Bernese Mountain Dog with Miniature Poodle via semen collection off site, shipped overnight and a Surgical Insemination in Renton, Washington. The offspring of the purebred sire 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 (depending on availability) 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 XX-XX-XXXX 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 (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, the 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 is not a purebred 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 the best 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 in an unconfined space. 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 transfer, sell, give, or release the Dog to another person, pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such person, business or facility without approval by the Breeder/Original Seller. In such, the new owner must agree 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 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 _____