Bill of Sale and Purchase Agreement Companion and Performance Non-Breeding

 This Agreement made on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ by and between:

Breeder/Seller Information:

Name:

Phone:

Email:

Address:

City, State, Zip:

The above hereinafter referred to as “Seller” and is a party to this agreement. Sellers’ Initials certifying they have provided true and correct information:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Information:

Name:

Phone:

Email:

Address:

City, State, Zip:

 The above hereinafter referred to as the “Buyer” and is a party to this agreement. Buyers’ Initials certifying they have provided true and correct information:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy/Dog Information:

Registered Name:

Registration #:

Date of Birth:

Call Name:

Sex:

Microchip #:

Sire:

Reg. #:

Dam:

Reg. #:

The above hereinafter referred to as the “Dog” and is the subject of this agreement. Buyer shall initial each section certifying they have read and understand everything within that section.

 Terms and Conditions

1. Payment of Purchase

a. Seller agrees to sell to Buyer the above named Dog for the amount of $\_\_\_\_\_, which is due in full before the Dog is placed in possession of the Buyer.

b. Buyer is responsible for any and all fees associated with payment transfers.

c. Our preferred method of payment is by Cash, Money Order, Cashiers check or wire transfer.

d. If the Dog becomes unavailable due to sickness, death or any other circumstance, any monies paid by the Buyer will, at Buyer’s option be either i. Refunded. ii. Transferred to a future litter.

e. Buyer acknowledges and agrees that they forfeit any rights to the Dog if: i. Buyer fails to complete the purchase of the Dog for any reason. ii. Buyer fails to pay the complete Purchase Price prior to transfer of the Dog. iii. Buyer provided false information. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Terms

a. This Dog is being sold to the Buyer as a Companion/Pet with Non-Breeding terms.

b. This Dog may have the potential for successfully competing in Canine Performance activities or competitions as appropriate for their breed. Including, but not limited to: Lure Coursing, Straight and Oval Racing, Agility, Rally and Obedience. Buyer understands that Performance potential does not guarantee how the Dog will perform, or that they will achieve any titles. The Seller has no control over the training, conditioning and competition of the Dog.

c. The Buyer accepts the risks and responsibilities of training the Dog; and the Buyer acknowledges that they have sole responsibility for ongoing, lifetime socialization & training as appropriate for its age and level.

d. Temperament is a product of many things, not simply genetics, & Buyer accepts that much of a dog’s temperament or eventual adjustment is determined by the skill & patience of its owner(s) & how it is raised or integrated into the new home/situation.

e. Seller in no way warrants that the Dog will meet any specific training objective or achievement standard as desired or expected by Buyer. Goals are great things to have, but one cannot warrant luck, the future, training skill & the myriad of other things, which must be in place to achieve most goals. The accomplishments of a dog are also largely the result of training & the relationship between owner and dog. These are not things the Seller can control, therefore are not things the Seller will warrant.

f. Seller shall not be held responsible for the development of any disqualifying faults, diseases or disorders. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Registration Policies

a. Seller has registered this Dog with the American Kennel Club (AKC) & any altering or attempt to alter the AKC paperwork in any way, including but not limited to, registered name or ownership, is an immediate breach of contract.

b. Seller shall remain as co-owner on the Dog if she wishes to do so.

c. Seller has had a Microchip implanted and registered with the AKC Reunite. The Sellers name shall remain as a secondary contact on the Microchip, with the Buyer as primary contact. Any attempt to remove Seller from the Microchip contact information, is an immediate breach of contract.

d. If the Dog is to be registered with any additional registries (UKC, CKC, FCI etc.), the name will be as it was written on the AKC original registration for any and all additional registries.

3 e. Buyer will not have the Sellers Kennel name of “GB” removed from any and all registrations.

f. This Dog will not be registered as another breed (i.e. Nova Scotia Duck Tolling, Labrador, etc.) with any other registry. In addition, this Dog cannot be used in the creation of a New, Rare or Designer breed. Any such action is an immediate breach of contract. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sellers Representations

a. Seller is the legal and true owner of the Dog and 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 purebred Golden Retriever, offspring of a purebred sire and dam as set out on page 1 of this agreement.

d. No guarantees are expressed or implied or are made by Seller that the Dog will remain free from injury, illness or other health conditions once the Dog has left the Sellers care or throughout his lifetime.

e. Seller will always keep current contact information listed on a public forum such as personal website. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyers Representations

a. Buyer agrees that the Dog is being bought for myself and will not be sold, adopted, or given to another party, without notifying Seller and giving Seller the option of taking the Dog back.

b. Buyer agrees that this Dog is to be a companion animal. The Dog will live inside the home, not outdoors.

c. Buyer agrees that this Dog is never to be kept regularly chained, allowed to run free & be left unattended, except in a fenced yard or enclosure while exercising.

d. Buyer agrees to care for the Dog in a humane manner and be a responsible animal guardian. This includes supplying a high-quality food, water, shelter, attention and necessary veterinary medical care, and be merciful in discipline.

e. Buyer agrees to daily exercise and socialization in amounts appropriate to the age of the Dog.

f. If the Buyer moves from the address stated above, the Buyer shall, within 60 days of the address change, provide the new address and telephone number to the Seller.

g. Buyer agrees to provide regular updates on the Dog, its care, and any notable events. Permission will also be given to Seller for use of any & all pictures, video, print, biographical information & other media for Seller to use on a personal public forum, including but not limited to Sellers website and Social media. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Veterinary Care and Nutrition

a. Dog is up to date on vaccinations and worming at the time Buyer takes possession. Included in the packet is a record that lists exact dates and types of vaccinations/worming were given. It is important that the Dog receive the necessary vaccinations to keep it protected against infectious canine diseases. It is recommended that you follow the revised vaccination schedule included in the packet accompanying the Dog.

b. Buyer agrees to follow all local, state and Federal laws concerning canine Rabies vaccinations.

c. Seller is not responsible for any communicable diseases or reactions from vaccinations once the veterinarian has cleared the Dog in the initial check up as outlined in this contract.

d. Buyer agrees to keep the Dog current on all veterinary care, including shots, de-worming, and flea, tick & heartworm treatment, and seek appropriate care in the event of injury or illness. Buyer is responsible for any & all veterinary expenses incurred while in their care.

e. Buyer agrees to not allow the Dog to become obese but maintained at a healthy weight.

f. In the event of accident or injury, the Buyer agrees to immediately inform Seller of condition, diagnosis, and recommendations. The Seller also has the right to request release of records for review &/or discuss with their personal veterinarian or specialist if necessary.

g. Buyer agrees to feed a premium quality kibble (or raw) diet for the life of the Dog.

h. Buyer agrees NOT to take the Dog to parks, pet stores or other public places until they have had all recommended vaccinations and the risk of contracting communicable diseases are minimized. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Health Warranties

a. Seller guarantees the Dog is in good health and free of communicable diseases at the time of this sale. The Dog has had one or more set of shots and de-worming as scheduled depending on the date of possession. See Medical records for details. Buyer has fourteen (14) business days (excluding Sundays) from possession 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 to do so is an acceptance of health, anatomical make-up, appearance & temperament. If Buyer chooses to keep the Dog, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.

b. If the Dog is believed to be affected by a health condition upon initial examination, the Seller has the right to request a second Veterinary opinion. The Buyer must provide proof of the examination and all diagnosis with all phone numbers & names of treating Veterinarians.

c. If prior to the Dog’s second (2) birthday, the Dog is found to have a genetic health defect that adversely effects the Dogs quality of life and renders it unsuitable as a performance prospect or companion, the Dog may be returned to Seller, with written proof from a licensed veterinarian or certifying organization of the defect, for a replacement. Seller reserves the right to obtain a second opinion within 30 days of notification. In the event of the death of the Dog, a formal necropsy is required and results must be submitted to the Seller accordingly.

d. Seller does not warrant any condition, which is deemed by a veterinarian to be a normal aspect of a geriatric age, communicable disease or conditions related to an injury. This guarantee is only valid if the following conditions are met, and proof therein is provided to the Seller: i. The Dog is not altered before the Seller recommended age. ii. The Dog is fed a premium quality diet. iii. The Dog has been vaccinated according to the schedule provided by the Seller. iv. The Dog has not been allowed to become obese or malnourished. v. The Dog has not contracted a communicable or preventable disease. vi. The Buyer has not violated any other provision of this agreement. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Return Policy

a. If at any time, for any reason, the Buyer finds that they are unable or unwilling to continue to care for this Dog, the Buyer agrees to contact the Seller FIRST. The Buyer is required to inform the Seller of such an issue as soon as possible.

b. The Seller always gets first right of refusal upon decision made by Buyer to re-home the Dog sold to them by the Seller.

c. If the Seller, for whatever reason, is unable to take the Dog back, the Seller must approve in writing the new home for any Dog sold by the Seller. Such permission shall not be withheld unreasonably, but Seller has the exclusive right to determine the suitability of any potential subsequent owner. If any such placement occurs, the new owners must complete and sign a copy of this agreement.

d. In the event of relinquishment, the Buyer agrees to either transport Dog to the Seller, or pay the transportation fees to Seller.

e. Buyer agrees that at the time of transfer of the Dog back to Seller any and all registration papers and medical records will be turned over to the Seller, and all necessary paperwork will be signed transferring ownership back to the Seller. Registration of Microchip or other permanent form of identification will be transferred to the Seller. All transfers must be complete upon transfer to Seller.

f. Buyer agrees that at no time will they sell, give, trade, lease, foster, adopt, place, have someone watch long-term, re-home, or euthanize this Dog to any person, business or organization, including taken to a shelter or rescue.

g. If Seller is not notified regarding a transfer of Dog in any such way, it will constitute a breach of contract.

h. In the event of Buyers death, family or power of attorney should notify the Seller immediately. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

References

a. Buyer agrees that they will provide the names and phone numbers of two (2) personal references, the name, address and phone number of their current veterinarian. If living in rental property, the name and phone number of the Owner/Agent of the property.

b. Buyer understands that the Seller may be contacting these individuals/businesses to verify given information concerning the previous care of Buyers’ pets and/or to assure that the Buyer is within their rental agreement rights to own/house the Dog. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Non-Breeding

a. Buyer agrees that this Dog has been purchased without breeding rights.

b. Buyer agrees that this Dog must be sterilized (spayed or neutered), but not before 12 months in age from birth & with a preference of not before 18 months to 2 years. Proof must be submitted to Seller within 7 days from procedure.

c. Buyer understands that the Seller retains a vested interest in all dogs bearing the Golden Borealis (GB) Kennel name, & that as such, any unauthorized breeding of dogs bearing the Sellers name or Kennel name, negatively affect & damage the Sellers reputation & the value of the Sellers’ dogs. Because of the foregoing, the parties agree that no dogs bred by Seller or any dogs bearing her Kennel name, will ever be bred without prior approval by the Seller.

d. Should any breeding occur, whether intentional or accidental, without Sellers consent, it constitutes a breach of contract. In addition, the violation will be valued at $5000 per litter produced. The Seller reserves the right to repossess the Dog if such a violation occurs. e. Any offspring that occurs from this Dog shall not be approved for registration through the AKC or any other registries. Such offspring shall not be offered for sale to dog dealers, pet shops, their agents or any testing facility, medical or otherwise. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery of Dog

a. Shipping is available at Buyers expense plus crate & veterinarian health clearance certificate, which usually totals about $500.00

b. Seller may choose to personally deliver Dog to their new home, or to meet the Buyer at an agreed in-between location. Delivery fees will be mutually agreed upon.

c. Dog will be available for release to Buyer at 8 weeks from birth. This date is based on when the Dog will be completely weaned from Mother, and has received at least the first set of vaccinations. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Disclaimer

a. Buyer and Seller accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog.

b. Buyer agrees to agreement regarding the above-described Dog under the stated conditions.

c. Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.

d. This Contract/Agreement are only implied between the Seller and the original Buyer, NOT to a third party.

e. Seller reserves the right to enforce this contract in order to protect the welfare of the dog.

f. The Buyer expressly grants permission for the Seller or their designee(s) to visit the Buyers residence/home at any time to verify the welfare of the Dog.

g. The Buyer further expressly agrees that the Seller may repossess the Dog upon any evidence of neglect and/or abuse, or upon any breach of this agreement, at no expense to the Seller and with no refund of any monies to the Buyer. Buyer shall relinquish dog within 24 hours of said breach.

h. In the case of Breach of any part of this agreement, Buyer is subject to legal action & will be responsible for any and all expenses incurred, including legal fees & any additional expenses. In addition, a penalty of $5000 owed to Seller by Buyer.

i. Should the Seller need to seek legal action against Buyer for violations of this agreement, the Buyer hereby agrees that he/she/they will assume any and all attorney costs, court fees, and other legal fees incurred in the process of enforcing this contract or of repossessing the Dog.

j. If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death or liability, Buyer agrees to defend, indemnify, and hold Seller harmless from liability and/or judgment. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Buyer, including damage to or destruction of property and injury to any person.

k. Any action or claim brought forth in regards to any part of this agreement, or for loss due to negligence must be brought within 1 year of the date such claim or loss occurs.

l. This agreement shall be governed by and construed in accordance with the laws of the State of Arizona, in the County of Santa Cruz. The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

Buyer Printed Name:

Seller Printed Name:

Signature and Date:

Signature and Date: