

# Bill of Sale/sales contract for dog or puppy

This Sales Agreement ("Agreement") is entered into effect as of [ ],

**BETWEEN:** **[Bonnie Morris ]**, ("Seller"), an individual with their main address located at:  
29502 112th ave se , Auburn Wa 98092 . Phone: 253-939-5660  
Email: [morrishadowmt@aol.com](mailto:morrisshadowmt@aol.com)

**AND:** [-----], ("Buyer")

## ADDRESS:

**Phone:**

**Email:**

UPON PAYMENT of the sum of \$\_\_\_\_\_ paid by buyer to seller ( the Purchase Price ) receipt pf which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "dog") to the Buyer:

1. **Name of Dog**
2. **Breed: Bernese Mt Dog**      **Date of Birth:**                      **Sex:**
3. **Registration #**
4. **Sire Name and Reg # :**    **Dam name and Reg #**
5. **Bred by seller?**    **State of Health:**

1.1 The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

1.2 **Date:**    **Signature of Buyer:** \_\_\_\_\_

**Date:**    **Signature of Seller** \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Deposit , Payment and Purchase Price, Fees

Buyer has paid a deposit of \$500 , with payment of the balance of \$\_\_\_\_\_ due upon release of the Dog to the Buyer. The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, Venmo/Paypal(3% surcharges applies) or thur Gooddog site.

Buyer acknowledges and agrees that the Buyer will forfeit the deposit and any rights to the Dog if:

(a) Buyer fails to complete the purchase of the Dog for any reason, or

(b) Buyer fails to pay the balance of the Purchase Price within 1 day of the delivery date. In either event, Seller shall be free to sell the Dog to another party.

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.

A boarding fee of \$ 20 per day will be charged for each day the Dog is boarded by the Seller past the agreed delivery date.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (as Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to the Buyer.

3. Seller's Representations and Warranties

Seller represents and warrants to the 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 being sold free and clear of any lien, security interest, charge or other encumbrance.

(c) Seller guarantees that the Dog is a purebred dog, 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 from communicable diseases at the time of this sale. Buyer has 2 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. If buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer. This health guarantee will be null and void.

(e) This Guarantee does NOT cover Cherry eye, Entropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft palate, 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 Bernese Mountain Dog breed, and understands the many health issues they can possess and the need to complete and continue vaccinations and worming, ear care. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

(f) To ensure that the Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to the Buyer unless the Dog's return was a result of any misrepresentation on the part of the Seller with respect to the Dog's health.

4. Fitness of Purpose

The Dog was bred as a companion animal, 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 Representation

Buyer represents to Seller that:

(a) Buyer will have the Dog spayed or neutered by the age of 24 months

(b) The Dog will reside with the Buyer as companion pet to Buyer and Buyer's family.

(c) 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.

(d) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de-worming, heartworm prevention and regular vaccinations (including rabies).

- (e) Buyer is not acting as for any other person or business in the purchase of the Dog.
- (f) 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.
- (g) Om tje 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.

6. Indemnity and Release

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 defent , indemnify, and hold Seller harmless to pay all of Seller's costs and wxpenses, 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 agains 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 the and construed with the laws of the State 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, expressed or implied, unless specifically stated in this Agreement.**

Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_

**Acknowledgement of Receipt**

**I acknowledge that I have received the Dog into my possession.**

Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_

