

Bill of Sale and Purchase Agreement

This Agreement made on the _____ day of _____, 20____ by and between:

Breeder/Seller Information	
Name:	
Phone:	
Email:	
Address:	
City, Province, Postal Code:	

The above hereinafter referred to as "Seller" and is a party to this agreement.

Seller's initials certifying they have provided true and correct information: _____

Buyer Information:	
Name:	
Phone:	
Email:	
Address:	
City, Province, Postal Code:	

The above hereinafter referred to as "Buyer" and is a party to this agreement.

Buyer's initials certifying they have provided true and correct information: _____

Puppy/Dog Information:	
Registered Name:	
AKC litter registration number	Date of Birth:
Call Name:	Sex:
Microchip #:	
Sire:	Reg #:
Dam:	Reg #:

The above hereinafter referred to as "Dog" and is a party to this agreement.

Buyer shall initial each section certifying they have read and understand everything within that section.

...Terms and Conditions

Payment of Purchase

- Seller agrees to sell to Buyer the above-named Dog, for \$ 3,500.00 (Three Thousand US Dollars), which is due in full at time the Dog is placed in possession of the Buyer.
- The deposit of 1750.00 dollars is due upon signing the contract. Refunds are only at the discretion of the SELLER.
- Buyer is responsible for all fees associated with payment transfers.
- Our preferred method of payment is by cash, electronic transfer, money order, or certified cheque.

General Terms

- This Dog is being sold to the Buyer on a spay/neuter contract only and is not to be bred.
- The Buyer accepts the risks and responsibilities of training the Dog; and the Buyer acknowledges that they have sole responsibility for ongoing, lifetime socialization and training as appropriate for its age and breed.
- Temperament is a product of many things, simply not genetic, and Buyer accepts that much of a dog's temperament or eventual adjustment is determined by the skill and patience of its owner and how it is raised or integrated into the new home/situation.
- Seller in no way warrants that the Dog will meet any specific training objective or achievement standard as desired or expected by the Buyer. The accomplishments of a dog are largely the result of training and the relationship between owner and dog. These are not things the Seller can control; therefore, are not things the Seller will warrant.
- Seller shall not be held responsible for the development of any disqualifying faults, diseases, or disorders.

Registration Policies

- Seller is registering this Dog with AKC Kennel Club as a pet and should not be bred under any circumstances. Any attempt to alter the registration paperwork is an immediate breach of contract.
- This Dog is to be initially owned on a joint basis between the Buyer and the Seller. Once the Dog has been spayed and proof of the procedure has been provided to the Seller, transfer of sole ownership to the Buyer will occur.

Seller's Representation

- Seller is the legal and true owner of the Dog and has full right and authority to sell the Dog.
- The Dog is being sold free and clear of any lien, surety interest, charge or other encumbrance.
- Seller guarantees that the Dog is a purebred Coton de Tulear, offspring of a purebred sire and dam as set out on page one of this agreement.
- Seller agrees to provide the pedigree and registration papers of the Dog to the Buyer as quickly as possible after the Dog has been spayed as set out in this agreement.

- 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 Seller's care or throughout his lifetime.

Buyer's Representation

- Buyer agrees that the Dog is being bought for herself and will not be sold, adopted, or given to another party without notifying Seller first and giving Seller the option of taking the Dog back.
- Buyer agrees that this Dog is being purchased as a family pet and not being bred on Buyer's behalf.
- Buyer agrees to care for the Dog in a humane manner and be a responsible owner. This includes supplying a high-quality food, water, attention, and necessary veterinary medical care.
- If the Buyer moves from the address outlined on this agreement, the Buyer shall, within 60 days of the address change, provide the new address and telephone number to the Seller.

Health Warranties

- Seller guarantees the Dog is in good health and free of communicable diseases at the time of this sale. The Dog has had the first of four sets of canine vaccinations and de-worming as scheduled.
- Rabies vaccines must be done after 4 months of age. See medical records for details.
- The Seller provides copies of the genetic testing done by for the sire and dam
- The bite of the Dog is not guaranteed.
- 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.

Veterinary Care and Nutrition

- The Dog is up-to-date on vaccinations and worming at the time Buyer takes possession. Included with agreement is a record that lists exact dates and types of vaccinations/worming that have been given. It is important that the Dog receive the necessary vaccinations to keep it protected against infections canine diseases.
- Buyer agrees to follow all local, provincial, and federal laws concerning canine Rabies vaccinations.
- Buyer agrees to keep the Dog current on all veterinary care, including shots, de-worming, and tick and flea treatment, and seek appropriate care in the event of injury or illness. Buyer is responsible for all veterinary expenses while in their care.
- Buyer agrees that veterinary care including dental surgery will be rendered as adult teeth erupt (ie canines).
- In the event of accident or injury, the Buyer agrees to immediately inform Seller of condition, diagnosis, and recommendations.
- Buyer agrees the Dog will not been allowed to become obese or malnourished, but a healthy weight maintained.
- The Buyer agrees that the Dog will not be allowed to climb and descend sets of stairs or jump off furniture prior to the age of one, and not participate in sports such as Agility prior to the age of two.

Return Policy

- If at any time, for any reason, the Buyer finds 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. The dog is expected to live their natural life with stated Buyer. No refunds will be made. The responsibility and ownership will return to the Seller.
- The Seller always gets first right of refusal upon decision made by Buyer to re-home the Dog sold to them by the Seller.
- 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 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.
- 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.
- Buyer agrees that at no time will they sell, give, trade, lease, foster, adopt, place, have someone watch long-term, or re-home this Dog to any person, business or organization, including taking to a shelter or rescue.
- If Seller is not notified regarding a transfer of Dog in any such way, it will constitute a breach of contract.
- In the event of Buyer's death, family or power of attorney should notify Seller immediately.

Breeding

- This Dog is being sold exclusively as a pet only on a spay/neuter contract, and breeding under the contract is strictly prohibited.
- If this Dog should become pregnant for any reason before being spayed, the Buyer must immediately contact the Seller.
- The said dog will immediately be returned to Seller.

Legal Disclaimer

- Buyer and Seller accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the Dog.
- Buyer agrees to agreement regarding the above-described Dog under the stated conditions.
- Both parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
- This Contract/Agreement is only implied between the Seller and the original Buyer, not a third party.
- Seller reserves the right to enforce this contract in order to protect the welfare of the dog.
- The Buyer further expressly agrees that the Seller may repossess the Dog upon evidence made by a licenced veterinarian 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.
- The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of the sale. This Agreement shall not be amended or modified except by both parties in writing.
- The terms of this contract are administered by the law in the State of Texas. Only the State of Texas has the exclusive jurisdiction of its application. All eventual controversies or contestations will therefore be presented in the State of Texas, in the home court jurisdiction of the Seller.

Buyer's Printed Name:	Seller's Printed Name:
Buyer's Signature and Date:	Seller's Signature and Date: