

PAPILLON PUPPIES

BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the _____ day of _____ 20____ by and between:

Seller's Name: _____

Address: _____

Phone: _____, Email: _____

Buyer's Name: _____

Address: _____

Phone: _____, Email: _____

UPON PAYMENT of the sum \$ _____ paid by Buyer to Seller (the "Purchase/Shipping Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer as described below on page 2 under Transfer of Ownership and Registration

Name of Dog:	
Breed:	Color:
Date of Birth:	Sex:
Registration Type and Number (if any):	
Sire Name:	Sire Registration # (if any):
Dam Name:	Dam Registration # (if any):
Bred by Seller?	
State of Health:	

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 Seller: _____

Date: _____

Signature of Buyer: _____

TERMS AND CONDITIONS

1. Non-Refundable Deposit, Purchase Price, Fees

Buyer has paid a Non-Refundable deposit of \$ _____, the remaining balance of \$ _____ is due in cash upon release of the Dog to the Buyer. The expected delivery date is _____ or such other date as the parties may mutually agree. Deposit payment may be made by cash in person, Zelle, Venmo or PayPal (3% surcharge applies to Paypal payments). The remaining balance to be paid in cash the day of pickup. Shipping cost (if applicable) is due no later than 20 days before expected delivery date.

Buyer acknowledges and agrees that Buyer will forfeit 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/Shipping price no later than the agreed 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 due to the fault of the Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of available puppies.

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

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase/Shipping Price, Buyer (at Buyer'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

- (a) The dog is being sold as a companion pet.
- (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 Papillon, kept and raised in my home.
- (d) The Dog will be up-to-date on required vaccinations (unless otherwise discussed/noted) at the time of sale. The dog will include a well check examination by a licensed veterinarian and full disclosure from the Seller if any known health concerns are present at the time of sale. Seller will in no way be responsible for any and all health problems that may arise including internal, external, skeletal, hereditary, breed specific problems and any other health related problems. Buyer has (7) days from the delivery/pickup date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination due to a major health issue, Buyer may return the Dog, with a written statement from the veterinarian of diagnosed health issue, for a full purchase price refund or puppy replacement, if available. Failure by Buyer to have the Dog examined within the (7) day period will nullify this warranty and no refund will be given. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.
- (e) Seller will take the Dog back at any time during the Dog's lifetime for any reason. Seller will not issue a refund or provide another Dog to Buyer.

Initial: _____

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) The buyer understands the Dog is being represented and sold as a companion pet only, which means Buyer understands that the dog is being sold "as is" including health, temperament, and house manners.
- (b) Buyer will not keep the Dog chained or tethered for an extended period of time 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 (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) Buyer agrees that they have thoroughly researched the Papillon breed and understands the time, love, cost and commitment needed to properly care for their new family member.
- (g) Buyer is aware this contract covers only the original Buyer and is not transferable.

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 thereof. 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 must be brought within one (1) year of the date such claim or loss occurs.

8. Governing Law

All questions or disputes concerning this Agreement and the exhibits herein will be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

Initial: _____

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 Buyer: _____

Date: _____

Signature of Seller: _____

Acknowledgement of Receipt

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

Date: _____

Signature of Buyer: _____