

# Buyers and Sellers Agreement and Bill of Sale

## 1. THE DOG

Dog's Registered Name: \_\_\_\_\_

ZBr No. : \_\_\_\_\_

Gender: \_\_\_\_\_

Whelping Date: \_\_\_\_\_

Breed Club: \_\_\_\_\_

Neutered/spayed:  Yes  No

Color/Markings: \_\_\_\_\_

Litter registration No. : \_\_\_\_\_

Microchip and tattoo information:

Chip location: \_\_\_\_\_

Chip ID Number: \_\_\_\_\_

Tattoo location: \_\_\_\_\_

Tattoo Number: \_\_\_\_\_

Dam's Name \_\_\_\_\_

ZBr. No. : \_\_\_\_\_

Sire's Name: \_\_\_\_\_

ZBr. No. : \_\_\_\_\_

## 2. THE SELLER(S)

Name: \_\_\_\_\_

Kennel name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Seller warrants that the Seller is the sole owner of the dog.  \_\_\_\_\_ (Sellers Initials)

## 3. THE BUYER(S)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Buyer warrants that the Buyer will be the sole owner of the Dog.  \_\_\_\_\_ (Buyers Initials)

## 4. WARRANTY

4.1. The Buyer must take the Dog to a licensed veterinarian for a thorough exam, the necessary shots, and medication within 30 days from the time of purchase.

Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time.

Provided that the Dog is returned to the Seller within 35 days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a disease or illness, a full refund will be given to the Buyer within 7 days of return.

4.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will be provided to the Seller at the time of sale.

4.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, conformation and appearance of the Dog, and hence does not warrant such.

## 5. TREATMENT OF THE DO

5.1. The Buyer is not required to have the Dog neutered/spayed.

\_\_\_\_\_ Sellers Initials       \_\_\_\_\_ Buyers Initials

OR

5.2.

A. The Buyer is required to have the Dog neutered/spayed within 120 days from the date of this Agreement.

\_\_\_\_\_ Sellers Initials       \_\_\_\_\_ Buyers Initials

B. If 5.2 is executed, the Buyer will provide written proof of neutering/spaying to the Seller within 14 days of neutering/spaying.

5.3. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.

5.4. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the dog resides.

5.5. If the Dog can not be kept by the Buyer, the Buyer shall notify the Seller immediately. The buyer shall notify the seller in advance of any transfer of ownership of the dog and provide the seller contact information of the new owner.

5.6. When ownership is transferred, the purchase price and health warranty is forfeited and the Dog's registration certificate must be signed over to the new owner of the Dog.

5.7. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer.

If this Dog is ever returned to the Seller for any reason, all shipping charges and veterinary charges is the Buyer's responsibility, including the forfeiture of the shipping crate.

## 6. ADDENDA

Where contradictions occur in this Agreement and any attached Addenda, the attached Addenda supersede. If a Co-ownership and or Breeding agreement is made between the Buyer and the Seller this Agreement will have one or both of the following addenda attached:

A. Co-ownership Agreement       None       Attached.

B. Breeding Agreement       None       Attached

## 9. CONFLICT RESOLUTION

9.1. Mediation. The Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation; or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 10.2 is initialed.

9.2. Arbitration. If initialed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration.

The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall

render and award in accordance with the laws of the State stated in section 13.

Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

Seller's initials: \_\_\_\_\_ Buyer's initials: \_\_\_\_\_

9.3. With the exception stated in paragraph 10.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

**10.-18. GENERAL AGREEMENT TERMS**

10. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

If any provision of this Agreement is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

11. Neither this Agreement nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing and signed by Buyer(s) and Seller(s).

12. This Agreement shall be governed by, and construed in accordance with the internal laws of the State of Florida and without reference to any rules of construction regarding the party responsible for drafting this Agreement.

13. The Dog shall reside at the address stated in section 3 above or with the owner's agent.

14. The singular form of Buyer and Seller includes the plural.

15. In the event the laws of the state noted in section 13 require any other provisions to be included in this Agreement to make this

Agreement compliant with the laws of said state, then said provisions shall be deemed included herein.

16. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Agreement, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

17. If any consent or other approval is needed and is provided for in this Agreement, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

18. I \_\_\_\_\_ (buyer) agree to purchase the above referenced puppy for the sum of \$\_\_\_\_\_ (\_\_\_\_\_).

I have provided the seller with a **\$300.00** (three hundred dollar) **non refundable** advance deposit and agree to pay the balance of \$\_\_\_\_\_ (\_\_\_\_\_) when I take possession of the puppy.

I will take possession of the puppy on \_\_\_\_\_ or within one week thereafter.

Paid Deposit/Sellers Initials: \_\_\_\_\_ Paid \$300.00

**Buyers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyers Signature:** \_\_\_\_\_

**Sellers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_