

BILL OF SALE / SALES CONTRACT FOR ENGLISH BULLDOG PUPPY THIS AGREEMENT:

made the _____ day of _____, _____ by and between:

Buyer:

Name: _____

Address: _____

Phone: _____

Email: _____

- AND -

Seller:

Name: _____

Address: _____

Phone: _____

Email: _____

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

Name of Dog:	Registration #:
Breed: English Bulldog	Sire Name:
Color:	Sire Registration #:
Date of Birth:	Dam Name:
Sex:	Dame Registration #:
Bred by Seller (Y/N):	Date Acquired:
Conditions 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 Buyer: _____

Date: _____ Signature of Seller: _____

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$_____, with payment of the balance of \$_____. The expected delivery date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash or card.

Buyer acknowledges and agrees that 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 the agreed payment plan.

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.

2. Transfer of Ownership and Registration

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

3. Seller's Representations and Warranties

Seller represents and warrants to 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 is 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 of communicable diseases at the time of this sale. Buyer has 5 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, the dog will need to be examined by the Seller's veterinarian, at Buyer's cost. If the Dog fails both examinations, Buyer may return the Dog, with a written statement from the Seller's veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 5 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment is sole responsibility of the Buyer. This health guarantee will be null and void.
- (e) This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, 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 English Bulldog breed, and understand any health issues they can possess. 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 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 Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.

4. Health Guarantee

The Dog comes with a 30 day health guarantee and can be extended to one year by using the recommended Nuvet vitamins as suggested. The one year health guarantee will only be valid when Nuvet vitamins are used as suggested and will expire on the Dog's first birthday on _____. This covers congenital diseases ONLY. If the Dog is found to have a congenital disease by the Buyer's veterinarian within the first year of life, the Dog must also be examined by Seller's veterinarian to confirm diagnosis, at Buyer's expense. If both veterinarians find a congenital disease, the Dog can be replaced with a dog of the next litter of equal value (as long as the Seller is breeding English Bulldog puppies) or a full refund will be given with the dog being returned within 48 hours of confirmed diagnosis by BOTH veterinarians. The Dog must be fed Loyal Life dog food or dog food of equal or greater nutritional value. Along with the Dog's diet, the Dog needs to be properly and routinely exercised and up to date on all vaccines and preventative care by veterinarian. If any of these are not followed, this one year health guarantee is null and void. The Seller is not responsible for any veterinarian costs accrued and Buyer is responsible for all expenses. The one year health guarantee is null and void after the Dog's first birthday. Diagnosis must take place before _____. This health guarantee does not include any communicable diseases or temperament of the Dog.

5. 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.

6. Buyer's Representations

Buyer represents to Seller that:

- (a) Buyer will have the Dog spayed or neutered by the Dog's first birthday. Breeding rights are NOT being sold with the dog. Documentation of spay/neuter must be submitted to the Seller by one year of age.
- (b) The Dog will reside with 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 Loyal Life dog food or greater nutritional value and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (e) Buyer is not acting as agent 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.

7. 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 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.

8. Limitation of Action

Any action or claim brought by Buyer against 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.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ohio.

10. 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: _____