

SALES CONTRACT FOR DOG OR PUPPY

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

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

- AND -

Seller: Hoffman Forest Acres

Name: _____

Address: _____

Phone: _____ Email: _____

The sum of \$_____ is to be paid by the 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:	
Breed:	Color:
Date of Birth:	Sex:
Registration # (if any):	
Sire Name:	Sire Registration # (if any):
Dam Name:	Dam Registration # (if any):
Bred by Seller?	If no, name of breeder:
	Date acquired:
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 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 \$_____ due upon release of the Dog to Buyer. The expected date of delivery/pickup

is _____, or such other date as the parties may mutually agree.

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 2 days before the agreed delivery/pickup 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 \$10 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 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 (or) If the dog is a designer breed, Seller guarantees the breeds of the sire and 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 3 business 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. Failure by Buyer to have the Dog examined within the 3 business day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.
- (e) This Guarantee does NOT cover treatable parasites, hypoglycemia, allergies, undescended testicles, umbilical hernia, or dermatitis. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, improper socialization or death caused by injury or illnesses after the transfer of ownership to Buyer. Buyer agrees that they have thoroughly researched the

breed. 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. Fitness of Purpose

Dog Name: _____ **is being sold as** _____ **with/without full rights.**

If Dog is being sold with full rights, the Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, showing, and/or breeding.

5. Buyer's Representations

Buyer represents to Seller that:

- (a) Seller will obtain health clearance from Seller's vet prior to pickup/delivery.
- (b) If Dog is sold as pet-only, Buyer will have the Dog spayed or neutered at the age of six months. If Buyer intentionally breeds a Dog sold as pet-only without a prior written agreement, Buyer is to pay Seller 100% the cost of puppies sold, in addition to an additional 1000.00\$ for full rights for the Dog in addition to Seller's litigation fees should this breach of contract result in litigation.
- (c) The Dog will reside with Buyer and Buyer's family.
- (d) 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.
- (e) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (f) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- (g) 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.
- (h) In the 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 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.

7. 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.

8. Governing Law

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

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