

## SALES CONTRACT FOR DOG OR PUPPY

**THIS AGREEMENT IS MADE ON** \_\_\_\_\_

**AGREED DELIVERY DATE IS** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

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

**Mailing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**- AND -**

**Seller:** Hoffman Forest Acres LLC

**Name:** Amy Hoffman

**Location of Sale:** Fairview, Tennessee 37062

**Phone:** (931) 309-1411

**Email:** hoffmanforestacres@gmail.com

The sum of \$ \_\_\_\_\_ is to be paid by the Buyer to the Seller (the "Purchase Price minus the Deposit or Discount amount"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Name of Dog:	Microchip #:	Sire Name:
Breed:	Registration # (if any):	Sire Registration # (if any):
Date of Birth:	Tattoos/Other Markings:	Dam Name:
Gender:	Color:	Dam Registration # (if any):
Bred by Seller? If no, name/contact of breeder:		
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.

## **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.

If 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. Seller will register the litter and provide registration paperwork with the applicable registry. Buyer will complete the registration to transfer ownership (if applicable) of the dog into their name(s).

### **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) Seller will obtain health clearance from Seller's vet prior to pickup/delivery.
- (c) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (d) 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.

(e) The Dog is in good health and free of debilitating 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 to the breeder, with a written statement from the veterinarian, for a full refund.

(f) Seller guarantees the dog will remain free from any breed-specific genetic diseases as represented on the sire and dam's genetic test results (copies are publicly available). This guarantee is a lifetime guarantee.

Should a breed-specific defect occur, Buyer is to notify Seller and provide a diagnostic report concluded by a licensed veterinary specialist at the Seller's discretion. The veterinarian must scan the dog and notate the microchip id # in the diagnostic report. Seller reserves the right to request a second opinion with a different veterinarian at the Buyer's cost before issuing a refund.

(g) 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. The 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.

(g) If Buyer can no longer care for the Dog, Seller will take the Dog back at any time during the Dog's lifetime, NO QUESTIONS ASKED. Seller will not issue a refund or provide another Dog to Buyer, UNLESS otherwise discussed and agreed in writing (and/or) pursuant to the refundable conditions outlined in the Seller's Representations and Warranties section.

#### **4. Fitness of Purpose**

Dog is being sold as with/without full (breeding) 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, agility, showing, and/or breeding.

#### **5. Buyer's Representations**

Buyer represents to Seller that:

(a) 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 the Dog sold as pet-only without a prior written agreement, Buyer is to pay Seller 100% the cost of puppies sold, and 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.

(b) The Dog will reside with 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 nutritious food and necessary veterinary care, including de-worming, 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.

## **6. 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.

## **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Tennessee. The jurisdiction is Williamson County, Tennessee.

## **8. 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**

---