

SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT IS IN EFFECT WHEN BOTH SIGNATURES ARE PRESENT

AGREED DELIVERY DATE :

Buyer:

Mailing Address:

Phone:

- AND -

Seller: Hoffman Forest Acres LLC

Name: Hoffman Forest Acres LLC

Location of Sale: Fairview, Tennessee 37062

Phone:

Email: hoffmanforestacres@gmail.com

The sum of \$_____ is to be paid by the Buyer to the Seller (the full "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:	Microchip #:	Sire Name:
Breed:	Registration #	Sire Registration # (if any):
Date of Birth:	Tattoos/Other Markings:	Dam Name:
Gender:	Color:	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.

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$ [REDACTED] with payment of the balance of \$ [REDACTED] due 1 day prior to release of the Dog to Buyer, unless another date is agreed in writing. The expected date of delivery/pickup is [REDACTED], 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 1 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, unless otherwise agreed in writing.

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 and/or pursuant to genetic testing.
- (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 Dog's/Dog's sire and dam's genetic test results (copies are publicly available on our website). This guarantee is a lifetime guarantee. Please note that passing OFA results do not guarantee that a dog will never develop hip dysplasia. Environment, nutrition, strain, age and injuries can also be factors. OFA test results determine structural accuracy. They are not a genetic guarantee against all forms of hip dysplasia. Therefore, hip dysplasia is not covered by our lifetime contract terms. BORDER COLLIES: AOD1-4 (Adult-Onset Deafness in BCs), there is currently no reliable genetic test for this. We can only genetically guarantee one variant (EAOD-Ridgeback). We do, however, have our dog's evaluated annually and watch our lines closely. There is no known occurrence of AOD1-4 in our current Border Collie lines that we are aware of. If Seller becomes aware of an official diagnosis in a direct relative to the puppy, Seller will notify the Buyer. The condition usually presents within the first 3 years of life and presents as hearing loss in one or both ears. A diagnosis of AOD1-4 is not covered under our lifetime health guarantee because it cannot be reliably tested for. The best way to prevent this uncommon condition is familiarity with the lines. Seller will notify Buyer if the Dog ever succumbs to any genetic condition, whether covered or not covered by our warranty. Exceptions may be made (in writing, separate to this contract, but included with it as an attachment) by the Seller pertaining to any failing OFA test results for Border Collies sold with breeding rights.

Should the Dog receive a diagnosis of a breed-specific genetic condition covered under our guarantee, Buyer is to notify Seller and provide a diagnostic report concluded by a licensed veterinary specialist. The veterinarian must provide a conclusive diagnostic summary of the tests performed to arrive at a hereditary diagnosis. Suspicion is not a formal diagnosis. If the veterinary specialist cannot comply with this request, the Seller reserves the right to request a second opinion with a different veterinarian at the Buyer's expense before issuing a full refund for the puppy. Seller reserves the right to contact the Veterinarian directly to confirm the diagnosis and the Veterinarian's qualifications to diagnose said condition. Buyer will give Seller permission to discuss said diagnosis with the Veterinarian. Buyer reserves the right to verify licensure of the Veterinarian who derived at the diagnosis. Seller will then provide Buyer a written response and/or a full refund, if eligible.

(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. 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.

(h) 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. If there is greater than a 100-mile distance between Seller and Buyer, and an urgent need to return the Dog arises, then any incurred travel costs paid by the Seller will be deducted from the full refund amount, if a refund is warranted. Alternatively, Seller can help Buyer sell/rehome the Dog from their current location, if Seller is able to keep the Dog during the rehoming process. Seller will provide all applicant screening services, communicate with prospective applicants, and coordinate travel on behalf of the Buyer, if so desired. Whatever decision is made in this regard, should always be made in the best interest of the Dog to ensure minimal stress.

(i) If Buyer is using Seller's affiliated transport service, should loss, theft, or death occur before the Dog is in the Buyer's possession, a full refund will be issued for the cost of the puppy (deposit plus remaining amount paid). This does not include travel costs paid to the third-party transporter. The transporter will have their own policy. Seller will not provide a refund if Buyer uses their own means of transportation and such a loss occurs.

4. Fitness of Purpose

The Dog is being sold as: **with/without** full (breeding/conformation show) rights. In the rare event a 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. It is the responsibility of the Seller to ensure the Dog is fit for purpose once it reaches breeding age. A female sold with breeding rights is NOT to be bred before the age of 2 (males 1 year), and not before Seller conducts their own evaluation of fitness. Breed standard and health of offspring are to remain priority in determining fitness of purpose for the Dog.

5. Buyer's Representations

Buyer represents to Seller that:

(a) If Dog is sold as pet-only, Buyer will not intentionally breed the dog. 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 1,000.00\$ for full rights to the Dog, in addition to the Seller's litigation fees should this breach of contract result in litigation. Seller reserves the right to demand Buyer then spay/neuter said Dog and may legally execute the contract if Seller does not cooperate.

(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

Attachments [None]