



Gainesville Sheepadoodle

gainesvillesheepadoodles.com

Purchase Agreement

This agreement made the _____ day of _____, 20____, by and between:

- Buyer -

BUYER(S) NAME(S): _____

BUYER(S) ADDRESS: _____

BUYER(S) PHONE: _____ BUYER(S) EMAIL: _____

- AND SELLER -

SELLER(S) NAME(S): John and Fabienne Due (dba. Gainesville Sheepadoodles)

SELLER(S) ADDRESS: 9519 SW 138th St, Archer, FL 32618

SELLER(S) PHONE: _____ SELLER(S) EMAIL: gnvsheepadoodles@icloud.com

UPON PAYMENT of the sum of \$2,500.00 paid by Buyer to Seller (the "Purchase Fee"), 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 OF DOG: F2 Sheepadoodle GENDER OF DOG: _____

COLOR OF DOG: _____ DATE OF BIRTH: 28 October 2024

MICROCHIP IDENTIFIER: _____

The parties accept and agree to be bound by the attached Terms of Conditions governing the purchase of the Dog, as outlined in this Agreement.

Date

Signature of Buyer

Date

Signature of Seller

Terms and Conditions of Purchase

1. **Purchase and Boarding Fees:** Buyer will pay an amount of \$ _____.00, to the Seller within 48 hours of signing and returning this Agreement. All payments must be made in full before ownership or possession of the Dog is transferred to the Buyer. Upon receipt of payment, Seller will send the counter-signed copy of this Agreement to Buyer. Buyer acknowledges and understands that any forfeited fees or deposits are non-refundable.

Buyer's Initials

Buyer requests boarding services for the Dog from the Seller for a period of _____ days, which will be paid to the seller at a rate of **\$25.00** per day, in addition to the purchase price. Boarding fees are due immediately upon Seller's receipt of the signed agreement from the Buyer.

The expected and agreed upon delivery date for the dog is: _____.

Buyer acknowledges and agrees that Buyer will forfeit all boarding fees and deposits, as well as any rights to the Dog if:

- a) Buyer fails to complete the purchase of the dog for any reason, or
- b) Buyer fails to take delivery of the Dog within **3 days** of the agreed delivery date.

In either event, Seller shall be free to sell the Dog to another party. In the event that the Dog is no longer available due to sickness, death, or any other circumstances beyond the control of the Buyer or Seller, Buyer's purchase price, deposit and boarding fees will, at Buyer's option, be either:

- a) Refunded in full, or
- b) Transferred to the purchase of another Dog available for purchase from the Seller

2. Seller's Representations and Warranties

Seller represents and warrants to the Buyer that:

- a) Seller is the legal and true owner of the Dog and that Seller has the full right and authority to sell the Dog
- b) The Dog is being sold free and clear and any lien, security interest, charge or other encumbrance.
- c) The Dog is in good health and to the best of the Seller's knowledge, free of communicable diseases at the time of this sale

Buyer is granted an examination period of five (5) calendar days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's

sole expense. If the Dog fails the examination, Buyer may, at their sole expense, return the Dog to the Seller in the same condition as delivered (excluding the veterinarian-documented health issue) along with a written and signed statement from the examining veterinarian specifying any health issues or ailments, in exchange for a full refund of the purchase price, deposits, and any boarding fees paid to the Seller. Failure by Buyer to have the dog examined within the 5-day period will nullify this warranty. If Buyer chooses to keep the Dog beyond the examination period after being notified by the examining veterinarian of any condition or ailment, no replacements or refunds shall be given and all medical and treatment expenses are the sole responsibility of the Buyer. This warranty is limited to health conditions and ailments detectable within the five-day examination period and does not cover conditions, ailments or issues that may arise after the examination period due to factors outside of the Seller's control, such as diet, environment or veterinary care.

- d) The Dog has been given the required vaccination series due for the age of the Dog at the time of purchase. It is the Buyer's responsibility to finish this vaccination series and keep the dog in good health.
- e) This guarantee does NOT cover allergies, undescended testicles, or umbilical hernia. Seller will not be required to replace the Dog or refund any amounts due to these conditions, or due to heat stroke, abuse/neglect, improper socialization or behavioral issues the dog may present once transferred to the Buyer. No representations are made as to the temperament, size, behavior or training ability of the Dog.
- f) To ensure that the Buyer does not abandon, euthanize or take the Dog to an animal shelter, Seller agrees to take ownership of the Dog at any point during the Dog's natural lifetime for any cause or reason as determined by the Buyer. Seller will not be required to issue a refund of any amounts or provide another Dog to the Buyer unless the Dog's return was a result of any misrepresentation on the part of the Seller with respect to the Dogs health at the time of sale.

3. Fitness of Purpose

The Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including but not limited to obedience trials, ring performance, hunting, breeding or performance as a service animal. Any statements made regarding the Dog's suitability for specific purposes are not guaranteed and are not part of this agreement.

4. Buyer's Representations

Buyer represents to the Seller that:

- a) The dog will reside with the Buyer and the Buyer's family
- b) Buyer will ensure adequate fencing and space will be provided for the Dog, and that Buyer will not allow the Dog to roam at will unsupervised. Buyer will not keep the dog chained or tethered or permanently house the Dog in a kennel.

- c) Buyer acknowledges and agrees that the Buyer is responsible for all costs, medical and otherwise, incurred as a result of ownership of the Dog.
- d) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- e) 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.

5. Indemnity and Release

If any action or failure to act on the part of the 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, and any amount paid in settlement and any award of judgement with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with the Buyer, including but not limited to damage to or destruction of property, and injury or death to any person. The indemnity and release clauses outlined in this agreement shall remain in effect and survive the termination of this agreement.

6. Limitation of Action

Any action or claim brought by the Buyer against Seller for breach of this Agreement or for loss due to negligence or misrepresentation on the part of the Seller must be brought within one (1) year of the date such claim or loss occurs. If the Buyer or Seller commences legal action as a result of this contract, Buyer agrees that the Venue for such action shall be in Alachua County, Florida. The Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgement obtained is enforceable within the jurisdiction in which they reside as if obtained within that jurisdiction. The parties waive their right to a jury trial in any dispute arising from this agreement.

7. Governing Law

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

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