

## BILL OF SALE / 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): \_\_\_\_\_

SELLER(S) ADDRESS: \_\_\_\_\_

SELLER(S) PHONE: \_\_\_\_\_ SELLER(S) EMAIL: \_\_\_\_\_

UPON PAYMENT of the sum of **\$2,000.00** 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 September 2023

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

## 1. Purchase and Boarding Fees

Buyer will pay an amount of \$\_\_\_\_\_.00, to the Seller within 48 hours of signing and returning this Agreement. Upon receipt of payment, Seller will send the counter-signed copy of this Agreement to Buyer.

\_\_\_\_\_ 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 *Buyer Initials* **\$20.00** per day, in addition to the purchase price. Boarding fees are due in advance upon receiving the counter-signed Agreement.

The expected and agreed upon delivery date is \_\_\_\_\_.

Buyer acknowledges and agrees that buyer will forfeit all boarding fees and an additional \$250 deducted from the Purchase Fee prior to refund, 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 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 not available due to sickness, death, or any other circumstances which is due to the fault of the Seller, Buyer's purchase price and boarding fees will, at Buyer's option, be either

- (i) Refunded in full, or
- (ii) 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 of 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 has 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 with a written statement from the veterinarian in exchange for a full refund of the purchase price and any boarding fees. Failure by Buyer to have the Dog examined within the 5-day period will nullify this warranty. If Buyer chooses to keep the Dog, no replacement shall be given and all medical and treatment expenses are the sole responsibility of the Buyer. This health guarantee will be null and void.

- 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 heat stroke, abuse/neglect, improper socialization or behavioral issues. Buyer agrees that they have thoroughly researched the breed being purchased, and understands any health issues they may become afflicted by. Buyer is responsible for all medical costs of the Dog and no refunds will be given. This guarantee only covers the original buyer and is not transferrable.
- f) To ensure that the Buyer does not euthanize the Dog or take it to an animal shelter, Seller agrees to take the Dog back at any point during the Dog's lifetime. Seller will not issue a refund 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 Dog's 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.

### **4. Buyer's Representations**

Buyer represents to the Seller that:

- a) The Dog will reside with the Buyer and Buyer's family.
- b) Buyer will ensure adequate fencing and space will be provided for the Dog, and 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 will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- d) 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.

**5. 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 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 to any person.

**6. Limitation of Action**

Any action or claim brought by 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 that they reside in as if obtained within that jurisdiction.

**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*