

Bill of Sale / Contract

Seller: Linda Medero / Yankee Shelties
1718 Godwin Dr
Newark, DE 19702
302-668-5064
YankeeShelties@icloud.com

Buyer: Text

This agreement between Buyer and Seller, herein named, lists the terms of a transaction for the sale of the below captioned animal:

Breed: Shetland Sheepdog

Registered Name:

Registration Number:

Color:

Sex:

Date of Birth:

Microchip #:

Sire:

Registration Number:

Dam:

Registration Number:

Price Paid for Animal: \$1,800.00

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the dog:

DEPOSIT, PAYMENT OF PURCHASE PRICE, FEES

Buyer has paid a non-refundable deposit of \$400.00, with payment of the balance of \$1,400.00 due upon release of the Puppy/Dog to Buyer. The expected delivery date 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 Buyer fails to pay the balance of the Purchase Price by the agreed delivery date and the Seller shall be free to sell the Puppy/Dog to another party.

In the event that the Puppy/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.

PAYMENT OF PURCHASE PRICE: Seller grants, sells, conveys and transfers ownership of the above mentioned dog. All actions required to officially transfer ownership and registration will occur upon final payment of the purchase price and signing of the contract.

BOARDING FEE: A fee of \$25 per night will be charged for each day the dog is boarded by the Seller one week past the agreed delivery date.

SELLERS REPRESENTATIONS AND WARRANTIES: Seller is the legal owner of the dog and Seller has full right and authority to sell the dog. The dog is being sold free and clear of any lien, security interest, charge or other encumbrance. Seller guarantees that the dog is a purebred dog, offspring of the purebred sire and purebred dam set out in the beginning of this document.

ADDITIONAL SERVICES: At Buyer's request the following will be provided: Parvo/Distemper vaccine will be given to the dog anytime between 8 and 16 weeks of age. Free grooming by the Seller until the dog is 6 months old. Breeder's advice and recommendations provided for the lifetime of the dog.

At the time of purchase the following will be provided: Three days worth of food, copies of the dog's vet records and medical clearances of the sire and dam, a stuffed toy and tote bag.

REGISTRATION: Yankee will prefix the registered name of the dog. AKC Registration will show Limited Registration. The dog is NOT to be used for breeding purposes. Buyer agrees that this dog is not for resale or transfer of registration to any party other than a return to Seller unless expressly permitted, in writing, by Yankee Shelties / Linda Medero.

Should the Buyer sell, breed or transfer the dog to a shelter, rescue, individual or organization without the express written permission of the Seller, the Seller will take immediate possession of the dog and the Buyer will be fined \$5,000 plus any travel or other expenses of the Seller which may be required to retrieve the dog.

FITNESS OF PURPOSE: This dog is a companion animal and Seller does not provide any warranty as to the dog's fitness for any specific purpose, including but not limited to performance trials or therapy work.

HEALTH / REFUND GUARANTEE: The Seller will take back the dog at any point in its lifetime regardless of reason or condition of the dog as long as it is alive. A refund of the full purchase price minus any non-refundable deposit will be issued within 30 days of return of the dog, providing the Buyer returns the dog with AKC and/or UKC registration papers and microchip registration papers signed for transfer back to the Seller.

In the event the Buyer is unable to produce registration papers, the Buyer, at his expense, must purchase duplicates from AKC or UKC for a fee. Without registration papers signed for transfer back to the Seller, the refund of the purchase price is null and void.

Under no circumstances is the Seller to be held responsible for the cost of any medical services while the dog is in the Buyer's possession. Transportation fees/shipping fees and other expenses related to return of the dog to Yankee Shelties is the sole responsibility of the Buyer.

If you feel for any reason that the dog you purchased is not healthy and thriving, it is preferred that you contact Seller for return of the dog BEFORE it becomes a major medical issue.

In the unlikely event of the death of the dog within the initial three (3) business days (72 hours) of purchase, no refund will be issued unless a necropsy report by a licensed vet noting the cause of death is submitted to Seller along with return of the body of the dog to the Seller.

Seller will not honor any SNAP Parvo test administered and Buyer acknowledges that a SNAP Parvo test is inaccurate and unreliable.

Seller will not honor any diagnosis from an HSVMA (Humane Society Veterinary Medical Association) veterinarian.

BUYER'S REPRESENTATIONS: The dog will reside with the Buyer as companion pet to Buyer and Buyer's family. Buyer will not allow the dog to roam at will. Buyer will provide the dog with nutritious food and

necessary veterinary care including but not limited to legally required rabies vaccine. Buyer is not acting as an agent for any other person or business in the purchase of the dog.

Buyer certifies that he/she is not a paid worker or volunteer for any animal rights groups such as, but not limited to, the Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA), Society for the Prevention of Cruelty to Animals (SPCA), People for the Ethical Treatment of Animals (PeTA) or any such similar organization on a national or local level, whose purpose is to purchase puppies in an undercover capacity to interfere with the livelihood of those who breed, raise or rescue animals.

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 pay all of the Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement any award or judgement with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the dog after placement with the Seller, including but not limited to damage to or destruction of property and injury to any person.

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 of such claim or loss occurs.

GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of Delaware.

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 state in this Agreement. The only warranties given are those expressly set out herein. Buyer realizes by signing this contract for sale, that this is a Legal and Binding Document. By signing this document the Buyer agrees that he/she understands this document in its entirety and acknowledges receipt of the dog into their possession no earlier than 8 weeks of age.

SEVERIBILITY: If any provision in this agreement is unlawful or declared unlawful by any court, the unlawful provision shall have no force and effect, and shall have no impact on the remaining provisions. The remaining provisions shall continue in full force and effect.

Transaction dated:

Seller:

Buyer:
