

BILL OF SALE / SALE CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the _____ day of _____, 202_____ by and between:

Buyer:

Name
Address
Phone
Email

-AND-

Seller:

Name: Jacqueline Lipps LHT Aussies

Address: 57008 E 120 RD Miami, OK 74354

Phone: 918.629.9962

E-mail: jacquelinelipps@yahoo.com

UPON PAYMENT of the sum of \$ 2000.00 paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog (the "Dog") to Buyer, this is in addition to requirement for spay/neuter if so noted:

Name of Dog:	
Breed: Australian Shepherd	Color:
Date of Birth:	Sex:
Registration # :	
Sire Name:	Sire Registration #
Dam Name:	Dam Registration #
Bred by Seller? Yes	If no, name of breeder: Date acquired:
State of health: EXCELLENT	
Is this dog required to be spayed/ neutered? YES	

***Pick Position is NOT guaranteed until this document is returned signed and DEPOSIT is PAID. Please DO NOT pay your deposit until the seller returns this document with their signature added. Buyer is NOT APPROVED until this action is completed, upon the completion of speaking to the Buyer's references.**

TERMS AND CONDITIONS**1. Deposit, Payment of Purchase Price, Fees**

Buyer WILL pay a deposit of \$ 750.00 with payment of the balance of \$ 1250.00 due prior to release of the Dog to Buyer. The expected delivery date is April 15, 2024, or such other date as the parties may mutually agree. Personal Checks are accepted for Deposit using mobile deposit, Zelle, Venmo, Cashapp and Payment of the balance may be made by cash or by the use of methods mentioned, at time of delivery to buyer, or transporter. Or personal check deposit 10 days prior to delivery.

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 30 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 circumstance owing to the fault of the Seller, Buyer's deposit will be transferred to the next litter of puppies. Deposits for puppies are non-refundable.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller shall promptly take all actions required to officially transfer ownership and registration of the dog to Buyer. Submission of paperwork for Permanent Limited Registration and all fees associated with Permanent Registration and/or spay/neuter (if required) shall be absorbed by the Buyer. Litter has only be registered with AKC, but is eligible for ASCA registration. Both parents DNA profiles are on file in the ASCA office. Registration fees will be at the buyer's expense. Seller agrees to complete all necessary paperwork needed at no expense.

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) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) 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.
- (d) Seller has taken the steps necessary to ensure that the Dog is current on all vaccinations as per veterinary guidelines for age of Dog as of sale date as stated on page 1 of this Agreement.
- (e) Seller will provide written documentation that the Dog has received routine vaccinations and de worming schedule at time of delivery.
- (f) The Dog noted in this Agreement is being sold as "Pet" quality. The Buyer may or may not at his/her own discretion choose to "Show" Dog in American Kennel Club Conformation and Performance, UKC, and/or ASCA Contests in an attempt to obtain Champion and/or Grand Champion Status. Seller makes no guarantees, impressed or implied that this dog will mature into a "Show Quality" dog.

4. Buyers Responsibilities

- (a) The Buyer must keep the dog indoors in a crate commensurate to the size of the dog so as to allow a healthy, comfortable, clean living area separate from other animals until the Buyer can have the dog examined by a licensed veterinarian.
- (b) With-in 48 hours (2 business days) of receipt of Dog, Buyer is required to have a licensed veterinarian examine the Dog, with written documentation if the puppy is found to have a health concern, and it must be submitted to the Seller. Once this time expires, the Buyer will have no recourse to replacement. If this requirement is not satisfied, Buyer will have no recourse for replacement as well as forfeiting all monies paid toward purchase of Dog. If the dog is found to have a life threatening condition; upon proof of written documentation, the Buyer may return the Dog to Seller for replacement – it is at the Sellers sole discretion as to the replacement; however it will be a litter mate to the Dog that was returned, if available, or a Dog from the future LHT Aussie litter. **DEPOSITS/PURCHASES ARE NON-REFUNDABLE**
- (c) Buyer agrees to be responsible in providing a healthy home environment for Dog, including but not limited to:
 - i. Proper, secured space
 - ii. Plenty of exercise
 - iii. Discipline, including proper socialization
 - iv. Proper nourishment and healthcare
 - v. Proper licensing required by zoning according to place of residence
- (d) If the dog develops a health issue not related to the genetic testing performed by the breeder: MDR1, CM, DM, CEA, CD, CMR1 or HC defects at a date occurring later than the date of sale, the Buyer will not hold Seller responsible. Puppies ARE NOT fully protected from parasites, to include all worms species and heart worms, parvo and other illnesses if vaccination/worming series is not completed and maintained with a licensed Veterinarian. Cancer is not a testable disease, and to subjective, therefore, this can not be a health guarantee.
- (e) Once the sale is complete, Buyer agrees to hold Seller harmless from any loss Buyer might sustain due to ownership of Dog. Seller is NOT RESPONSIBLE for Dog, any of its actions or actions of Buyer concerning the Dog once sale is complete; sale is complete when balance is paid in full.
- (f) All transportation arrangements and expenses are at the cost of the buyer and are not included in the sales price.
- (g) If dog resides at the property of the seller 1 month or more from the date of agreed upon delivery date, a daily board rate of \$5.00 a day will by charged and paid by the buyer, due by the 1st of the month, monthly until dog is delivered or picked up.
- (h) If for any reason the buyer becomes unable to care for the dog, or no longer wants the dog, they buyer MUST contact the seller 1st for first right of refusal and/or approval for new home.
- (i) The buyer give permission for Seller to use any of their pictures of the purchased dog from Facebook post or messages, texts, e-mail messages for advertisements for LHT Aussies, to include Web Site and Facebook posts.

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

Date

Signature of Buyer

Date

Signature of Seller