

BILL OF SALE/SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the _____ day of _____, 20____ by and between:

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

- AND -

Seller:

Name: *Underworld Kennels & Dog Training*

Address: 10815 N Hwy 38, Deweyville, Utah

Phone: 435-237-7545 Email: info@underworldkennels.com

UPON PAYMENT of the sum of \$_____ 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:

Name of Dog:	
Breed:	Color:
Date of Birth:	Sex:
Microchip # (if any):	
Sire Name:	Sire Registration # (if any):
Dam Name:	Dam Registration # (if any):
Bred by Seller?	If no, name of breeder: Date acquired:
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.

Date

Signature of Buyer

Date

Signature of Seller

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due upon release of the Dog to Buyer. The expected delivery date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or Venmo. Square and PayPal with a 4% processing fee.

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 _____ 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 which is due 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 **\$50.00** per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date. If the Puppy is not picked up within **2 days** of the agreed delivery date, the contract is void and the Seller retains all monies paid up to that point.

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) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 2 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, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 2-day period will nullify this warranty. If Buyer chooses to keep the Puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.
- (e) Your Puppy has been given the required vaccination series due at the age of the Dog at time of purchase. It is the Buyers responsibility to finish this vaccination series and keep the Dog completely vaccinated at all times.
- (f) This Guarantee does NOT cover, allergies, undescended testicles, and umbilical hernia. Seller will NOT replace a Puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the breed being purchased, and understand the many health issues they can possess. 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.

- (g) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.
- (h) The Puppy has been microchipped and it is to be registered with AKC Reunite (<http://www.akcreunite.org/>) with the seller as the main contact and Underworld Kennels & Dog Training as the secondary. The fee as of March 2019 is \$17.50, the Seller has already paid and had microchip implanted. This is a lifetime, one-time fee and is to be paid for by the Buyer. Proof must be provided to the Seller within 30 days of receiving the Dog. This is to ensure the safety of the Dog for his/her life as the Seller agrees to respond if the Dog is found or taken to the shelter and the Buyer cannot. Any fees incurred for the Dog to be picked up will be paid back to the Seller if they respond.

4. Fitness of Purpose

The Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, ring performance, and/or breeding purposes.

5. Buyer's Representations

Buyer represents to Seller that:

- (a) The Dog will reside with 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. 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 is not acting as agent for any other person or business in the purchase of the Dog.
- (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 or facility.
- (f) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

6. 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 or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. 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. If the Buyer or Seller commences any legal action as a result of this contract, Buyer agrees that the Venue for such action shall be in Box Elder County, Utah. 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.

8. Governing Law

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

9. 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

** Special terms or conditions:

Date

Signature of Buyer

Date

Signature of Seller