

**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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**UPON PAYMENT** of the sum of \$\_\_\_\_\_ paid by the Buyer to the Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog to the Buyer:

Name of the Dog:	Breed:
Date of Birth:	Color: Sex:
Sire Name:	Dam Name:
Bred by Seller?	State of Health:
Microchip #:	

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.

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 owing to the fault of the seller, buyers deposit will, at byer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$\_\_\_\_\_ per day will be charged for each day that the dog is boarded by the seller past the agreed delivery date.

### **2. Transfer of Ownership and Registration**

Upon Payment in full of the Purchase price, Seller (at Sellers sole cost) shall promptly take all actions required to officially transfer ownership of the dog to the buyer. \*\* Registration will be held until spay/neutering has been verified by veterinarian\*\*

### **3. 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, liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Sellers costs and expenses, including reasonable legal fees, any amount paid in the settlement and 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 buyer, including but not limited to damage to or destruction of property, and injury to any person.

**4. Limitation of Action**

Any action or claim brought by the buyer against the seller for breach of this agreement or for the loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**5. Governing Law**

This agreement shall be governed by and constructed in accordance with the laws of North Carolina.

**6. 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

***Acknowledgement of Receipt***

*I acknowledge that I have received the dog into my possession.*

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Buyer