

BILL OF SALE / SALES Agreement FOR A DALMATIAN PUPPY

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

Buyer:

Name: _____ Address: _____

_____ Phone: _____

Email: _____

-AND-

Seller:

Name: Issel Rodriguez / Opal-Onyx Dalmatians Address: _____

_____ Phone: 9546573159

Email: info@opal-onyx.com

PUPPY INFORMATION:

Name of Dog:	
Breed: <u>Dalmatian</u>	Color:
Date of Birth:	Sex:
AKC Registration # :	
Sire Name:	Sire AKC Registration # :
Dam Name:	Dam AKC Registration # :
Bred by: <u>Issel Rodriguez</u>	And:
State of health:	

DEPOSIT, PAYMENT OF PURCHASE PRICE, FEES:

1. The full Purchase Price of this Dalmatian Puppy is \$_____.
2. Buyer has paid a deposit of \$ 250.00, 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 PayPal (3% surcharge applies).
3. 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 on the date of delivery.

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In either event, Seller shall be free to sell the Dog to another party.

4. In the event that the 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.
5. Upon payment in full of the Purchase Price, Seller shall promptly provide Seller with the Dog AKC Registration papers.

BUYER AND SELLER AGREE TO THE FOLLOWING:

1. BUYER AND SELLER AGREE do hereby agree to the purchase and sale of the above described AKC Dalmatian for the purpose of a pet quality companion dog. It may never be used for breeding and must be neutered. If a breeding takes place in violation of this contract, no off spring of this dog may be registered with the AKC.
2. This Dalmatian has been bred to enhance the type and quality of the breed. It is the product of appropriate and responsible breeding, handling, rearing, neurological stimulation, socialization, temperament testing, and veterinarian services.
3. All sales are considered final on the delivery of the Dalmatian Puppy. No refund of the purchase price shall be made thereafter except as noted herein.
4. As of the date of purchase the Puppy is guaranteed to be in good health and free of communicable diseases including congenital. Immunizations are current, a veterinarian record, a 4-generation pedigree and a copy of the BAER results will be provided to the Buyer.
5. Seller, offers no guarantee that disqualifying faults will not arise at a later date which would make this puppy unsuitable for the show ring or for breeding.
6. The Puppy will be sold with AKC Limited Registration papers. A dog registered with a limited registration may be shown in most of AKC events.
7. The Seller will be available for advice in all matters concerning this Dalmatian throughout its lifespan.
8. The Buyer agrees to take the puppy to a licensed veterinarian of his choice within 3 business days of delivery for a complete health examination. Should the dog be determined to be in ill health, the puppy shall be returned to the Seller, with a signed statement by the veterinarian and all concerning Registration Papers. Full purchase price will be refunded.
Seller will NOT refund any portion of the purchase price for a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched this breed, 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.
9. 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.
10. The Buyer agrees that the AKC registered name of this Dalmatian will begin with **OpalOnyx** followed by a space.
11. Buyer agrees to promote the maintenance of this Dalmatians' health and well-being by providing regular veterinarian care, vaccinations as required by law and recommend by the Buyer's veterinarian and breed appropriate diet, hydration and exercise to promote good health, proper continued growth and development and lifelong prevention of urinary urate stone formation.
12. Buyer agrees that this Dalmatian is a house dog and will not be chained or tethered outside, but will be hand walked or allowed to exercise within a fenced yard. It will never be allowed to run free off the owner's property or beyond the owner's control. It will not be crated for long periods of time without an opportunity to relieve itself.
13. Buyer agrees that this Dalmatian Puppy shall NEVER be abandoned to an animal shelter, used as a guard dog or attack protection trained.
14. Buyer agrees that neither the Buyer nor the Buyer's estate/executors may sell this Dalmatian or transfer ownership of this Dalmatian. In the event that the Buyer, or his/her estate can no longer maintain this

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Dalmatian for any reason it must be returned to the Seller unless the Seller otherwise approves in writing of an alternative placement.

15. Buyer and Seller will notify each other of any change of address and /or contact information throughout this Dalmatian's lifespan.
16. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
17. 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.
18. From the date of possession or delivery of the Dalmatian Puppy, Buyer is responsible for all related expenses/bills including but not limited to: Health, Veterinary, Day/Night Care and Maintenance.

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.

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. Buyer and Seller agree to submit to the jurisdiction of State of Florida, in any action arising out of or relating to this contract.

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 _____