

BILL OF SALE / PUPPY SALE AGREEMENT

(FULL AKC)

This Bill of Sale / Puppy Sale Agreement (this "Agreement") is made effective as of _____, _____, 20_____
("Effective Date"), by and between the below listed Breeder and Buyer.

BUYER NAME (Hereinafter "Buyer")

BUYER ADDRESS

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PUPPY BREEDER (Hereinafter referred to as the "Breeder" or "Seller")

BREEDER MAILING ADDRESS

Serenity Hall Mastiffs	PO Box #766, Eufaula, OK 74074
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PUPPY NAME (Hereinafter "Puppy" or "Dog")

BREED

COLOR

SEX

	Mastiff		
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SIRE OF PUPPY

DAM OF PUPPY

GREAT SIR DRAXIMUS, THE GUARDIAN	LADY LUCILLE THE SERENITY OF ROCKPORT
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DATE OF BIRTH

SALE PRICE

HOLDING DEPOSIT?

DEPOSIT AMOUNT

DATE OF RELEASE / PUPPY HELD TO

	\$	☐ YES or ☐ NO	\$300.00 USD	
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The Breeder and Buyer agree as follows:

1. **HOLDING DEPOSIT.** If checked above, Buyer hereby submits the above Holding Deposit as consideration for Breeder to remove the Puppy described above from being offered for sale to third parties until the above Date of Release. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Puppy should Buyer fail to complete the purchase of the Puppy for any reason, or Buyer fails to pay the balance of the Sale Price before the above Date of Release. In either event, Breeder shall be free to sell the Puppy to another party. In the event that the Puppy is not available for transfer to Buyer due to sickness, accident, or any other circumstance, Buyer's holding deposit shall be refunded in full.

2. **PAYMENT OF SALE PRICE.** Upon the receipt of payment from the Buyer of the above listed Sale Price by the Breeder, the Breeder agrees to transfer to Buyer the one above described puppy with registration papers as defined by the AKC (American Kennel Club). The remaining balance of the above listed Sale Price, minus any holding deposit paid by the Buyer is to be paid in full at the time of the transfer, paid either via Venmo, Cash App or Cash. Shipping or transportation charges are not included in the purchase price. Registration fee charges by the AKC are the sole responsibility of the Buyer.

3. **HEALTH GUARANTEE.** Buyer has seven (7) days from the Transfer Date to have the Puppy examined by a licensed veterinarian, at Buyer's sole cost ("Examination Period"). If the Puppy fails the examination, Buyer may return to Breeder the Puppy within fourteen (14) days of the Transfer Date, with a written statement from the veterinarian, for a full refund of the sale price. Failure by Buyer to have the Puppy examined within the Examination Period will nullify this warranty. Should the Buyer's veterinarian find any health issue during the Examination Period and Buyer chooses to keep the Puppy beyond fourteen days, this health guarantee will be null and void. Breeder reserves the right to directly discuss any health issue with the certifying veterinarian and/or Buyer agrees to provide authorization for the Breeder's veterinarian to communicate with the Buyer's certifying veterinarian. If Puppy is euthanized without the Breeder's permission, this guarantee will be null and void and no refund will be given. Buyer agrees that they have thoroughly researched the breed being purchased, and understand the health issues they can develop naturally over time. Buyer is responsible for all medical costs of their Puppy. This guarantee covers only the original Buyer and is not transferable. This Health Guarantee does not cover and Breeder will NOT replace or refund a Puppy due to heat stroke, abuse or neglect, improper socialization or due to any injuries during transportation or caused by third parties after the Puppy is in Buyer's possession.

4. BREEDER'S REPRESENTATIONS AND WARRANTIES. Breeder represents and warrants to Buyer that:

- A. Breeder is the legal and true owner of the Puppy and that Breeder has full right and authority to sell the Puppy.
- B. The Puppy is being sold free and clear of any lien, security interest or other encumbrance.
- C. Breeder guarantees that the Puppy is an offspring of the AKC registered sire and dam described above.
- D. The Puppy is in good health and free of communicable diseases at the time of this sale.
- E. The Breeder does not provide any warranty as to the Puppy's future fitness for any specific purpose, including obedience trials, show performance, and/or breeding purposes.
- F. Your Puppy has been given the required vaccination series due at the age of the Puppy at time of purchase. It is the Buyers responsibility to finish this vaccination series and keep the Dog completely vaccinated at all times.
- G. To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller agrees to and will take the Dog back for free at any time during the Dog's lifetime. In such an event, Seller will not issue a refund to Buyer.

5. BUYER'S REPRESENTATIONS AND AGREEMENTS. Buyer agrees and represents to Seller that:

- A. Buyer agrees the Puppy shall reside with Buyer and Buyer's family and buyer will not sell the Puppy to anyone outside of the Buyer's family.
- B. Upon Date of Transfer, Buyer shall be responsible for all costs of food and of care. The Buyer shall provide the dog with adequate food, fresh water, shelter, affection, and medical care upon sickness, disease, or injury. Buyer will provide humane care and maintenance in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides. Buyer will provide the dog with preventive care and maintenance, which should include an annual health exam and routine vaccinations as recommended by a board-certified veterinarian.
- C. Buyer will ensure adequate fencing and space will be provided for the Dog or will provide daily walks if yard space is non-existent. Buyer will not keep the Dog chained or tethered.
- D. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- E. Buyer will not sell, transfer, trade, give, or release the Puppy to any third party, including, but not limited to: a pet shop, retail store, dealer, animal testing facility, research facility, or an agent for any such business or facility.
- F. Buyer understands that no refunds will be given upon return of the Puppy outside of the 14 Day Health Guarantee.
- G. If at any time the Buyer and/or Buyer's family is unable to keep any pets, or is no longer able to take proper care of the Dog, the Buyer may return the dog to the Breeder at any time and for any reason, for free, no questions asked.
- H. The Buyer agrees to sign the necessary papers to return the Breeder as sole owner of the dog in the event the dog is returned.

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 Buyer, including but not limited to damage to or destruction of property, and injury to any person.

7. GOVERNING LAW / VENUE / ENTIRE AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of Oklahoma. 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 McIntosh County, OK. 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. 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.

BREEDER RESERVES RIGHT TO CANCEL SALE TRANSACTION AT ANY TIME BEFORE TRANSFER OF PUPPY, IF BREEDER CANCELS TRANSACTION, BUYER SHALL RECEIVE A FULL REFUND INCLUDING ANY HOLDING DEPOSIT.

BUYER

BREEDER / SELLER

DATE OF TRANSFER