



BILL OF SALE / SALES CONTRACT FOR NON-BREEDING COMPANION DOG

THIS AGREEMENT & DATE OF SALE made the _____ day of _____ by and between:

Buyer: (this is where your pedigree will be mailed to! Make sure the address is complete)

Buyer Name:

Address, City & Postal Code:

Phone:

Email:

– AND –

Seller:

Seller: _____

Address: _____ Phone: _____

Email: _____

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: _____ Prime Trackr Microchip #: _____

Sire Name: _____

Dam Name: _____

Bred by Seller. Clear state of health as deemed by Dr Sydney Crosby, Fenvet Veterinary Co.

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 or e-transfer to Kaycee Lunde.

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 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 Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership of the Dog to Buyer. Registration will be provided after proof of spay/neuter.

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 this Agreement.
- (d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 business 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 3 business 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.

1. (e) This Guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, collie nose, umbilical hernia, dermatitis, demodetic mange. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Miniature American Shepherd or Australian Shepherd breed, and understand the 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.

(f) Seller guarantees against all congenital and hereditary defects on all puppies sold until 1 year of age. Due diligence has been made by the Breeder to test, certify and verify that parent dogs are extremely healthy examples of the breed.

(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. If at any point in Dog's life Buyer is unable to care for Dog, or is looking to rehome Dog, Seller has the first right to take Dog back (at no cost to the Seller). If Seller is unable to take Dog back, Buyer and Seller will work together to find Dog a new home. If in the event Dog is placed in a new home without Seller's knowledge or consent, Seller retains the right of ownership and can apprehend Dog from the person who has possession of Dog.

(h) Buyer will feed Dog a nutritious diet and make sure Dog is never over or underweight. If at anytime Dog weighs over or under 20% of its ideal body weight (as determined by a veterinarian) the health of the Dog can't be guaranteed and will be VOID.

4. Fitness of Purpose

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, working stock dog, show ring performance, and/or breeding purposes.

5. Buyer's Representations

Buyer represents to Seller that:

(a) Buyer will have the Dog spayed or neutered by the age of eighteen (18) months. It is the Buyers duty as the guardian of the Dog to protect them from breeding or being bred until they are spayed or neutered, at all costs. If breeding does occur Buyer will contact Seller immediately. Registration papers will be withheld from Buyer until proof of spay/neuter.

(b) Buyer understands that Dog is not to be bred. If Dog is bred without Seller's prior consent, Dog's health guarantee is VOID. Buyer will also be fined by Seller (up to \$3000 for each puppy produced by Dog) for defamation of Showkayce's name and reputation, and recovery of legal fees.

(c) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

(d) Buyer will keep the Dog in an enclosed area of adequate size, 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.

(e) Buyer will provide the Dog with nutritious food and necessary veterinary care, including de- worming,

heartworm prevention and regular vaccinations (including rabies).

(f) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(g) 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.

(h) 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.

(i) The Buyer agrees that it is the Buyer's responsibility to accept the dog as described. The Seller has provided and the Buyer has acknowledged a full disclosure of the health, habits, and temperament of the dog. The dog's health records, from Dr Sydney Crosby of FenVet Veterinary Company in Airdrie, AB, will be supplied at time of purchase.

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.

8. Governing Law

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

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.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have received the Dog into my possession.

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog. (sign by e-signature)