

Goldwater Reg Porties ,Goldens and Maltese

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www.goldwaterkennels.com

Contract and Bill of Sale

On the ____ day of _____ 20__ the following sales contract is agreed to between

_____ of _____ hereinafter
termed the seller and

_____ of _____ hereinafter
termed the buyer.

The seller does hereby sell and has delivered to the buyer one (1) dog described as follows:

BREED: _____ SEX: _____ BIRTH DATE: _____

Microchip: _____

SIRE: _____

DAM: _____

The consideration for this sale is the sum of \$ _____, and a certificate of neutering from a qualified veterinarian as the purchase price, plus the conditions specified below:

BUYERS OBLIGATIONS:

1. The buyer acknowledges that this dog has been sold as a pet on a non-breeding agreement, which cannot be lifted without the written consent of the seller. As such, the buyer agrees that this dog will not be used for breeding purposes by the buyer or any other person, and the buyer undertakes to act as insurer in this respect and to pay to the seller the sum of \$2,000.00 as liquidated damages, for each time the dog is used for breeding purposes without the sellers written consent.

2. The buyer agrees that this dog will be maintained in a manner consistent with its good health, safety, and well-being. Immunization or titers will be kept up to date, as per seller's instructions. This dog will not be permitted to run loose without being under the control and supervision of the buyer at all times.

3. If it should become necessary for any reason for the buyer to dispose of this dog, he agrees to give the seller the first opportunity to repurchase the dog for no more than half of the initial sum paid. If the seller is unable to repurchase the dog, the buyer agrees to have the dog neutered before transfer of ownership. The buyer also agrees to forward to the above named seller the name, address, and phone number of the new owner, along with written proof the dog has been neutered.

4. Other:

SELLERS OBLIGATIONS:

1. *If within 48 hours of the date of this contract, a veterinarian finds this dog to be unsound, the seller will replace the dog with one of equal value or if none are available will refund the purchase price in full.*
2. *If prior to the dog's second birthday, it develops hereditary hip or eye defects to the degree that it affects the normal life style of the dog as certified by at least one qualified veterinarian, the seller at her option agrees to replace the dog or refund the purchase price. The buyer must first return the dog to the seller for disposal. This hip guarantee will become null and void if the buyer has not upheld his obligation in ensuring that this dog has not been used for breeding and/or if this dog has a history of obesity and/or a history of over-exercise before two years of age.*
3. *Registration forms will be furnished upon payment in full for the dog and any shipping costs or as received from the Canadian Kennel Club.*
4. *If prior to the dogs second birthday, it develops vicious temperament, the seller will refund the purchase price of said dog,, provided that confirmation of such is supplied by its obedience instructor and veterinarian, stating the problem is due to no fault of the buyer or any other handler. This guarantee will be null and void if this dog spends its days tied out on a chain or rope. Said dog must first be returned to the seller.*

5. Limited Liability

It is agreed that the Seller's liability, shall in any event whatsoever, be limited to the purchase price of this dog, and in no event shall the Seller be liable for any veterinary expenses or related costs of the Purchaser.

The buyer acknowledges the seller's right to repossess the dog if the buyer has not upheld his obligations as set out in this contract. Each party acknowledges that he has read this contract in its entirety and fully understands the terms and conditions set out in it and affirms that upon signing the agreement it will become a legal and binding contract.

DATE: _____

SELLER: _____

BUYER:

&

WITNESS: _____

ADDRESS of BUYER:-----

Phone: _____