

Buyers and Sellers Contract and Bill of Sale

1. THE DOG

Dog's Registered Name: _____

ZBr No. : _____

Gender: _____

Whelping Date: _____

Breed Club: _____

Neutered/spayed: Yes No

Color/Markings: _____

Litter registration No. : _____

Tattoo No. : _____

Sire's Name: _____

ZBr. No. : _____

Dam's Name: _____

ZBr. No. : _____

2. THE SELLER(S)

Name: _____

Kennel name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

The Seller warrants that the Seller is the sole owner of the dog.

3. THE BUYER(S)

Name: _____

Kennel name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

By checking and initialing the box the Buyer warrants that the Buyer will be the sole owner of the Dog. _____ (Buyers Initials)

By checking and initialing the box the Buyer warrants that the Buyer will be or _____% owner with the Co-owner named herein. _____ (Buyers Initials)

(Specify Co-owner): _____

The Co-owner must sign at the bottom of this Contract.

4. CO-OWNERSHIP OF BUYER WITH SELLER

If entering into Co-ownership agreement; the terms of the Co-ownership agreement will be documented in Addendum A. If no Co-ownership Addendum is attached, there is no Co-ownership agreement and the Dog will be registered in the Buyer's name only.

5. BREEDING OF THE DOG

Seller retains breeding rights _____ (Buyers Initials).

Seller does not retain breeding rights _____ (Buyers Initials).

Breeding rights will be documented in Addendum B.

If no Breeding Addendum is attached, the Seller does not retain any breeding rights.

7. WARRANTY

7.1. The Buyer must take the Dog to a licensed veterinarian for a thorough exam, the necessary shots, and medication within 30 days from the time of purchase.

Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even if the visit is optional.

Provided that the Dog is returned to the Seller within 35 days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund will be given to the Buyer within 7 days of return.

7.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will be provided to the Seller at the time of sale.

7.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

8. TREATMENT OF THE DOG

8.1. The Dog is tattooed:

Tattoo location: _____

Tattoo mark: _____

8.2. The Buyer is not required to have the Dog neutered/spayed.

_____ Sellers Initials _____ Buyers Initials

The Buyer is required to have the Dog neutered/spayed no later than 120 days from the date of this Contract.

_____ Sellers Initials _____ Buyers Initials

The Buyer will provide written proof of neutering/spaying to the Seller within 14 days of alteration.

8.7. The Buyer shall provide the Dog with necessary veterinary care

upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.

8.8. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the dog resides.

8.9. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. The buyer shall notify the seller in advance of any transfer of ownership of the dog and provide the seller contact information of the new owner.

When ownership is transferred, the purchase price and health warranty is forfeited and the Dog's registration certificate must be signed over to the new owner of the Dog.

8.10. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer.

If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

9. ADDENDA

This Contract has the following Addenda which are part of the Contract :

A. Co-ownership Agreement of Buyer and Seller

B. Breeding Agreement

10. CONFLICT RESOLUTION

10.1. Mediation. The Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation; or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 10.2 is initialed.

10.2. Arbitration. If initialed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration.

The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State stated in section 13.

Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

Seller's initials: _____

Buyer's initials: _____

10.3. With the exception stated in paragraph 10.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

11-18 GENERAL CONTRACT TERMS

11. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

12. Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).

13. This Contract shall be governed by and construed in accordance with the internal laws of the State of Florida and without reference to any rules of construction regarding the party responsible for drafting this Contract.

14. The Dog shall reside at the address stated in section 3 above. Any changes in the Buyer's or Seller's address must be relayed to the other party within 30 days of the change.

15. The singular form of Buyer and Seller includes the plural.

16. In the event the laws of the state noted in section 13 require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

17. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

18. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

Buyers Signature: _____ **Date:** _____

Buyers Signature: _____ **Date:** _____

Sellers Signature: _____ **Date:** _____

Sellers Signature: _____ **Date:** _____