



BILL OF SALE AND PURCHASE AGREEMENT

The Bill of Sale Purchase Agreement executed on _____, is to certify that Vom AshtonHaus German Shepherds, hereinafter referred to as "**Seller**", sold to _____ hereinafter referred to as "**Buyer**", one purebred German Shepherd puppy, hereinafter referred to as "**Puppy**", in exchange for _____ + all shipping expenses (shipping fees, crate, health certificate) _____ total US Dollars.

The **Puppy** purchased by the **Buyer** is identified as follows:

Registered Name: _____ AKC #: _____ Microchip # _____

Date of Birth: _____

Sex: Male Female

Litter Number: _____

Sire Name: _____

Dam Name: _____

Buyer and **Seller** agree as follows:

1. Puppy is purebred and litter has been registered with AKC.
2. **Seller** will hold **Puppy's** AKC registration/litter registration papers until **Seller** receives puppy payment of purchase price + shipping expenses by **Buyer** and payment clears **Seller's** bank.
3. **Puppy** was examined by a veterinarian on the following date: _____ and is believed to be in good health. The following vaccinations and/or medications were given on the dates indicated:
Heartworm & Roundworm de-worming **HEARTGUARD** given: _____
NEXT HEARTWORM & ROUNDWORM PREVENTATIVE DUE: _____
DHLP/Parvo: _____
NEXT VACCINATIONS DUE: _____

For purposes of this agreement, **Buyer**, at **Buyer's** sole expense, may have the **puppy** examined by a veterinarian of **Buyer's** choice. Upon examination, **buyer** must provide copy of health report to **Seller** by veterinarian. Failure to provide health report to **Seller** will void **Buyer's** right to any refund under this section Number 3. If the veterinarian discloses in writing which is signed by the veterinarian and provided to the **Seller**, any problem with the health or temperament of the **Puppy** within five (5) days of the signing of this contract or receipt of **Puppy**, **Buyer** may be eligible to return **Puppy**, at **Buyer's** expense, for a partial refund of the purchase price (\$500 of the purchase price is considered a deposit and is non-refundable), less any shipping expenses paid by **Seller**. Thereafter, **Buyer's** right to refund, as set forth in this paragraph, will terminate. **Seller** is not liable for any costs incurred by **Buyer** for any treatment rendered as result of said problem.

4. This Bill of Sale and Purchase Agreement, as well as those documents that have been incorporated by reference therein, represent the entire agreement between **Buyer** and **Seller**. No agreement or promises, verbal, written, implied or otherwise are intended or included unless specifically set forth in this written agreement.
5. **Buyer** is aware of the risks and responsibilities of owning, raising, and caring for a **puppy** as well as those risks and responsibilities of owning and caring for an adult dog. **Buyer** also understands that **Seller** has socialized **Puppy**, that **Buyer** must maintain socializing throughout **Puppy's** lifetime, and that **Seller** offers no further guarantees on temperament of **Puppy**.
6. **Seller** represents that both the sire and dam of **Puppy** were x-rayed by competent veterinarians and found to be free of hip dysplasia and are "hip certified".
7. No other health guarantee is given except in the circumstance of a debilitating hereditary disorder which is identified prior to the **Puppy's** first full thirteen (13) months of age, by a competent veterinarian, who records his/her findings in writing and provides a copy of the same to the **Seller**. Specifically, x-raying of joints (hips or elbows) must be done after the puppy turns 12 months of age and prior to turning 13 months of age for an accurate assessment to be covered under this warranty. In any debilitating case, **Buyer** must notify **Seller** within forty-eight (48) hours of said examination to request a replacement puppy. NO REFUND OF PURCHASE PRICE, COSTS OF RAISING, CARING FOR, TREATING OR DIAGNOSING **PUPPY** OR ANY OTHER DAMAGES INCURRED AS A RESULT OF SAID HEREDITARY DISORDER WILL BE ISSUED FOR ANY DAMAGES INCURRED UP TO THE DATE OF DIAGNOSIS OR IN THE FUTURE FOR THE REMAINDER OF THE **PUPPY'S** LIFE. The **Puppy** must be spayed or neutered, with proof of altering given to **Seller** prior to receipt of replacement puppy. The replacement puppy must be taken within 6 months of the date of diagnosis of **Puppy's** said hereditary disorder or as soon as one is available. A replacement puppy of similar quality, selected at **Seller's** discretion, will be provided as soon as one becomes available. No warranties are given as to the replacement puppy's health or temperament. If **Puppy** is used heavily for Schutzhund training, obedience training, or any other strenuous activity (including rough play or over-conditioning) prior to turning thirteen (13) months of age, **Puppy** may develop environmentally induced dysplasia or other joint or ligament problems, which would NOT BE covered under the paragraph or in any part of this agreement. **Buyer** understands he/she does not have to accept a replacement puppy. If **Buyer** declines replacement puppy, **Buyer's** right to a replacement puppy will void and **Seller** is under no further obligation.
8. If conditions arise pursuant to paragraph 8 of this agreement, **Seller** may request that **buyer** produce the **puppy** for an examination by a licensed veterinarian of **Seller's** choice. **Seller** shall pay for the cost of this exam.
9. **Buyer** agrees to maintain **Puppy** in good health by providing preventative health care, including, but not limited to, vaccinations and treatment for parasites.
10. **Buyer** understands and agrees to hold **Seller** harmless from any and all claims resulting from injuries, losses and damages of any kind, including, but not limited to direct, special or consequential, which may arise out of, or result from, any act of **Puppy** and/or **Buyer**.
11. **Buyer** agrees that if he/she is unable to keep **Puppy**, **Buyer** will not sell, give away, or otherwise dispose of **Puppy** without first contacting **Seller**. This does not imply a financial commitment on the part of the **Seller**.
12. This contract applies to the parties described herein and is not transferable to any other party.

13. **Buyer** agrees that any cost associated with the delivery or return of **Puppy** or replacement puppy is at **Buyer's** sole expense.
14. **Buyer** and **Seller** agree that in any legal action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
15. **Puppy** is sold on Limited AKC Registration. If **Buyer** would like to breed **Puppy**, **Buyer** agrees to meet the following requirements. Once **Buyer** shows **Seller** proof of the following requirements, **Seller** agrees to change the AKC Limited Registration to AKC Full Registration. Any litters bred prior to changing of Limited to Full Registration are not able to be registered with AKC and a \$5,000 penalty will be due to **Seller**.
 - a. FCI recognized Hip certification (SV a-stamp or OFA)
16. If final payment of **Puppy** purchase price and any shipping expenses is paid from **Buyer** to **Seller** by personal check or after **Buyer's** receipt of **Puppy**, **Seller** will hold AKC Registration Papers until personal check clears **Seller's** bank. Upon check clearance confirmation, **Seller** will mail **Buyer** AKC Registration Papers.
17. **Seller** has right to confiscate the **Puppy** from **Buyer's** possession if payment in full is cancelled or not honorable in any way. No refund of any deposits shall be made in this instance.

Buyer acknowledges that **Buyer** has carefully read and fully understands this agreement and agrees to each and every term set forth herein and further acknowledges that **Seller** has given **Buyer** fully executed copy of this agreement.

Executed on: _____ **Cave Creek, AZ 85331**

Buyer: _____ **Signature:** _____

Address: _____

Telephone: _____

E-mail: _____

Seller: Susan Ashton, Vom AshtonHaus Shepherds

Signature: _____

E-mail: ashtonshepherds@aol.com

