North Countrys Lil Pawz

Mailing Address PO Box 44 Eagle Lake, Maine 04739 Physical Address 4452 Aroostook Rd Winterville Plt, ME 04739 F1918

BILL OF SALE/SALES CONTRACT FOR DOG OR PUPPY

This agreement made the on the _____ day of _____, 2023 by and between:

Buyer Name: Address: Phone Number: Email address:

AND

Seller Name: Angela Bossie Address: Po Box 261 Eagle Lake Maine 04739 Phone Number: 207-444-3777 207-316-7034 Email address: <u>Angelabossie72@gmail.com</u> Dog Name: Date of Birth: Breed: Sex: Color:

1. Deposit, Payment of Purchase Price, Fees

On _____, ____ deposit was received for the purchase of a ______. The expected go home date is ______or such date the parties may mutually agree. The balance of \$______ be paid VIA cash upon pick up.

Buyer acknowledges and agrees that the buyer will forfeit the deposit and any rights to the dog if:

(a) Buyer fails to complete the purchase of the Dog/Puppy for any reason, or

(b) Buyer fails to pay the balance of the Purchase Price within **14 days** of 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 due to the fault of the seller, Buyers deposit will, at Buyer's option, be either **1**. refunded, or **2**. transferred to the next litter of puppies.

A boarding fee of **\$10.00** per day will be charged for each day the Dog/Puppy is boarded by the Seller past the agreed delivery date.

2. Transfer of Ownership and Registration

Upon Payment in full of the Purchase Price, Seller (at Seller's shall promptly take all actions required to officially transfer ownership and registration (if any) of the dog/Puppy to the Buyer.

3. Seller's Representations and Warranties

Seller represents and warrants to the Buyer that:

- (a) The Seller is the legal and true owner of the Dog/Puppy and that the Seller has full right and authority to sell the Dog/Puppy.
- (b) The Dog/Puppy is in good health and free of communicable diseases at the time of sale. Buyer has 14 days from the delivery date to have the Dog/Puppy examined by a licensed veterinarian, at the buyers expense. If the dog fails the examination, the buyer may return the dog, with a written statement from the veterinarian, for a full refund or replacement Dog/Puppy. If the buyer chooses to keep the Dog/Puppy, no replacement will be given, however the seller agrees to pay up to half the purchase price towards the vet expenses, with a written statement from the veterinarian.
- (c) The Dog/Puppy is being sold with a 1 year Genetic Health Guarantee. If the puppy is found to have a condition that is life threatening or will drastically reduce the quality of the puppies life, a statement from the veterinarian will be provided to the seller. Thereafter, the buyer may have the following three options to choose from.
 - 1. Return the puppy for a full refund.
 - 2. Swap the puppy for another puppy.
 - 3. Or keep the puppy and the seller will refund the buyer up to half the purchase price of the puppy. Invoices to be provided to the seller prior to refund being presented to the buyer.
- (d) This guarantee does NOT cover Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, Stenotic Nares, elongated soft palate, umbilical hernia, dermatitis, demodectic mange. The seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyers agree that they have thoroughly researched the breed, and understand the health the issues they possess. The buyer is responsible for all medical costs of their puppy. (No refund will be given) This guarantee covers only the original buyer and is not transferable.
- (e) To ensure the Buyer does not euthanize the dog or take it to an animal shelter, the 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 the Buyer unless the Dog's return was a result of any misrepresentation on the part of the Seller with respect to the Dog's health.

4. Fitness Purpose:

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

5. Buyers Representations

Buyer represents to the Seller that:

- (a) The dog will reside with the buyer as a companion pet to the Buyer and Buyer's family.
- (b) The Buyer will keep the dog in an enclosed area of adequate size, and will not allow the Dog to roam at will. .
- (c) The Buyer will keep the Dog with nutritious food and necessary veterinary care, including deworming, and regular vaccinations (to include rabies and distemper)
- (d) The buyer is not acting as an agent for any other person or business in the purchase of the dog.
- (e) The buyer shall 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.
- (f) In the event the Buyer sells the Dog to a new owner, the Buyer shall ensure that the new owner agrees in writing to comply with the terms of this agreement.

6. Indemnity and Release

The buyer releases Seller from any and all liability, costs or damages caused by the dog after placement. Including but not limited to damage to or destruction of property and injury to any person.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Maine. Please see attached copy of Maine State Laws and Regulations.

8. Entire Agreement

This agreement represents the entire agreement between the parties. The Seller and the Buyer have made no other agreements, promises, representations or warranties, expressed or implied, unless specifically stated in this agreement.

Date

Signature of Buyer

Date

Signature of Seller

Acknowledgment of Receipt

I acknowledge that I have received the Dog into my possession and received his/or her health record.

Date

Signature of Buyer