

# BILL OF SALE / SALES CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**Buyer:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**-AND-**

**Seller:** \_\_\_\_\_ Grace by Faith Mastiffs

Name: \_\_\_\_\_ Michael or Jessie Pomeroy

Address: \_\_\_\_\_ 123 S. 13<sup>th</sup> Street, Saint Maries, ID 83861

Phone: \_\_\_\_\_ (J)208-582-6204 or (M) 208-582-2199 Email: [Jessie@gbfmastiffs.com](mailto:Jessie@gbfmastiffs.com)

UPON PAYMENT of the sum of \$\_\_\_\_\_ paid by Buyer to Seller, receipt of which is hereby acknowledged, Seller grants ownership of the following dog, as described, to Buyer:

Name of Dog:	Sire Name: <b>Grace by Faith's Boaz</b>
Breed:	Sire Registration #:
Color:	Dam Name: <b>MtnMeadows Winter Solstice</b>
Date of Birth:	Dam Registration #:
Sex:	Bred by Seller: Yes
Registration #:	Date Aquired:
State of Health:	

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of said named dog above.

Date: \_\_\_\_\_

Signature of Buyer

X \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Seller :

X \_\_\_\_\_



# **TERMS AND CONDITIONS**

## **Deposit, Payment of Purchase Price, Fees**

1. Buyer has paid a deposit of \$250, 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, cashier's check, money order, or PayPal (3% surcharge applies).
2. 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
  - b. Buyer fails to pay the balance of the Purchase Price within 10 days of the agreed delivery date.
    - i. In either event, Seller shall be free to sell the Dog to another party.
3. 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:
  - a. Refunded
  - b. Transferred to the next litter of puppies.

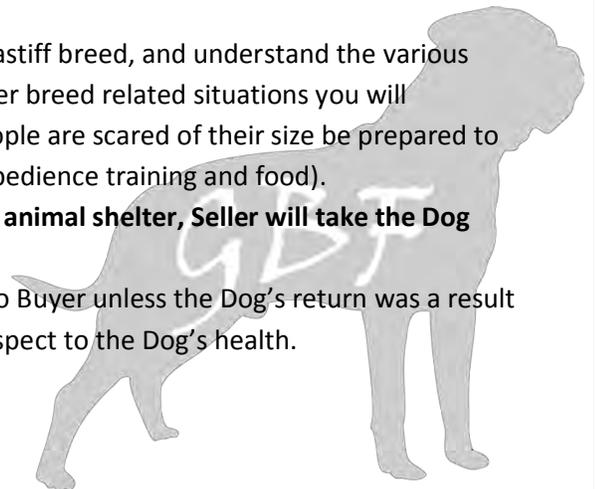
## **Transfer of Ownership and Registration**

1. Upon payment in full of the Purchase Price, Seller (Seller's cost) shall promptly take all actions required to officially transfer ownership and registration of the Dog to Buyer.

## **Representations**

### **Seller Agrees and warrants to Buyer that:**

1. Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
2. Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
3. The Dog is in good health and free of communicable diseases at the time of this sale.
  - a. Buyer has 2 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 2 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.
  - b. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization.
  - c. 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.
4. Buyer agrees that they have thoroughly researched the English mastiff breed, and understand the various aspects of their personalities, training and feeding needs, and other breed related situations you will encounter. Mastiffs are a unique breed and not for all people (People are scared of their size be prepared to move your mailbox, fence your yard, and take large amounts of obedience training and food).
5. **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.**
  - a. 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.



**Buyer represents to Seller that:**

1. Buyer will have the Dog spayed or neutered by the age of six months.
2. The Dog will reside with Buyer as companion pet to Buyer and Buyer’s family.
3. Buyer will keep the Dog in an 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.
4. Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
5. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
6. 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.
7. 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.

**Indemnity and Release**

If any action/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.

**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.

**Entire Agreement**

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

Date \_\_\_\_\_

Signature of Buyer

X\_\_\_\_\_

Date \_\_\_\_\_

Signature of Seller

X\_\_\_\_\_

**Acknowledgement of Receipt**

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

Date \_\_\_\_\_

Signature of Buyer

X\_\_\_\_\_



# *Grace By Faith Mastiffs*

Michael & Jessie Pomeroy

123 S. 13<sup>th</sup> Street

Saint Maries, ID 83861

