

BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY (the "AGREEMENT")

THIS AGREEMENT made the made the 14th day of January 2020 by and between:

Buyer: Address: _____ Phone: _____ Email: _____

and

Seller: Bar 6 Diamond Ranch/ B6DR PO Box 372 Cherryvale, KS 67335 (620) 779-9066; info@bar6diamondranch.com

UPON PAYMENT of the sum of \$__ (*** dollars) paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following Puppy or Dog (the "Dog") limited registration to Buyer*:**

Name or Number of Dog: _____

Breed: _____

Color: _____ Date of Birth: / / Sex: _____

Sire Name: _____

Dam Name: _____

Bred by Seller? If no, name of breeder: _____

Date acquired: / / State of Health: _____

The Buyer and Seller (the "Parties") acknowledge that the attached Terms and Conditions constitute part of this Bill of Sale/Sale Contract for Dog or Puppy, and the Buyer and Seller accept and agree to be comply with and be bound by said attached Terms and Conditions governing the purchase and sale of the Dog or Puppy.

Date

Signature of Buyer

Date

Signature of Seller

TERMS AND CONDITIONS
(WHICH CONSTITUTE PART OF THE BILL OF SALE/SALE CONTRACT FOR DOG)

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$ _____, with payment of the balance \$ _____ plus tax due at pick up. The expected delivery date is _____ weather permitting or such other date as the parties may mutually agree; if shipping is required the buyer understands they are responsible for all shipping costs relayed by B6DR; up to and including kennel, vets certificates etc. **With shipping**, full payment **INCLUDING ALL** Shipping costs relayed are due and payable by the time the Dog is 6 weeks.

Payment @ Pickup: Final payment is due at pickup and will include a sales tax for Montgomery County if picked up in Kansas

Payment shipping: Payment of the balance of the Purchase Price of the Dog may be made by **United States Postal Service** POSTAL money order, VENMO or wire transfer (\$25 bank fee applies) - or **upon exception**, PayPal (3.5% surcharge applies)..

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

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within 10 days of the agreed delivery date.

If either of the two (2) aforesaid events occur, 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 Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$7.00 per day/\$50.00 per week will be charged for each day Dog is boarded by Seller past the agreed upon delivery date.

2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of Dog to Buyer. Transfer of ownership is limited on this dog **unless noted and initialed by B6DR owner**, which is non-breeding status and buyer agrees if they breed the dog and produce a single litter of puppies, they forfeit all puppies to Bar 6 Diamond Ranch, pay a fine of \$5000 and any attorneys/court fees; upon second occurrence ownership of dog will revert back to Bar 6 Diamond Ranch.

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3. Seller's Representations and Warranties, including Health Guarantee

Seller represents and warrants to Buyer that:

(a) Seller is the true and legal owner of Dog and that Seller has full legal rights and authority to sell Dog.

(b) Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

(c) Seller guarantees that Dog is a purebred dog or "hybrid" offspring of the purebred sire and purebred dam set out on page 1 of this Agreement. Notwithstanding, Seller makes no guarantees or warranties that the Dog will be of any certain size or color or coat quality as breeding is not genetically exact. Buyer agrees to rely upon its own research regarding qualities and size of the breed and or hybrid and acknowledges that the Seller makes no guarantees other than those specifically listed in this Agreement.

(d) Dog is in good health, and free of communicable diseases at the time of this sale and Seller has conducted a veterinarian health check prior to delivery of Dog and has followed vaccination and deworming protocols as outlined by the Seller's veterinarian. Notwithstanding any statutory, ordinance or legal provisions to the contrary, Buyer has two (2) business days (48 hours) from the delivery date to have Dog examined by a licensed veterinarian, at Buyer's sole expense. Buyer agrees to not subject Dog to a SNAP Parvo test and acknowledges that a SNAP Parvo test is inaccurate and unreliable as an indicator of Parvo. Buyer agrees that if they select/opt to have the puppy picked up for them that the timeline for transport might fall outside the 48 hour window. In this instance Seller cannot warrant against communicable diseases the puppy might be exposed to in transit. Liability for this will fall upon the transporting service as Dog will be fully vetted prior to release.

(e) If Dog fails the health examination, Buyer must notify Seller within five (5) business days of the examination by providing written evidence from the veterinarian that conducted the examination clearly describing the condition. Under these circumstances, Buyer's sole option is to return Dog to Seller, and it will be exchanged for a dog of equal value from available puppies, or from the next available litter. Seller will not accept any return of Dog for a monetary refund for any reason—no exceptions. Notwithstanding the foregoing, Seller in her/his sole discretion may offer Buyer another option outside the provisions of this AGREEMENT to resolve any dispute between Parties related to the health of the Dog. Failure by Buyer to have the Dog examined within the 2 business days (48 hour) period will nullify this health warranty. If Buyer chooses to keep Dog, this health guarantee will be null and void, no replacement will be given and all medical costs and treatment are the sole responsibility of Buyer. Buyer shall be responsible for any and all transportation costs associated with the return of Dog to Seller.

(f) In the unlikely event of the death of the Dog in the first two (2) business days following delivery, and Buyer seeks an exchange for a different dog as provided herein, a necropsy report prepared and signed by a licensed veterinarian stating that the cause of death was due to a defect covered by this guarantee is required to be delivered to Seller within five (5) business days of death.

(g) Buyer is responsible for all medical costs associated with the Dog upon delivery and acceptance. This health guarantee does NOT cover: hypoglycemia, cherry eye, ectropion, allergies, undescended testicles, loose knees or hips, elongated soft pallet, umbilical hernia, dermatitis, demodetic mange, kennel cough, parasites or coccidia. Once Buyer takes possession of Dog, Buyer is responsible for Dog's environment, exposure to injury and health, including all costs associated with the same. Seller has provided Buyer with New Dog/Puppy Care Instructions, attached as Exhibit A. Seller will NOT replace Dog due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that she/he has thoroughly researched the breed of Dog, and understands the health issues that the breed being purchased can possess. This health guarantee covers only the original Buyer and is not transferable.

(h) Seller guarantees that Dog shall be free of congenital defects or any hereditary condition, which adversely affects Dog's health for the period of one (1) year from date of purchase. If within one (1) year of date of purchase from Seller, Dog is found and certified by two (2) duly licensed doctors of veterinary medicine (DVM) of Buyer's choosing to have a congenital or hereditary condition which adversely affects the health of Dog, and if Seller is notified within five (5) business days of the veterinarian's determination, Seller will provide Buyer with a replacement puppy of equivalent value. All laboratory verification must be done by a licensed DVM.

(i) To ensure that Buyer does not euthanize Dog, or take it to an animal shelter, Seller agrees to, if able accept return of Dog at any time during Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless Seller at her/his sole option elects to do so.

(j) Seller will not honor any diagnosis from an HSVMA (Humane Society Veterinary Medical Association) veterinarian or any veterinarian associated with Banfield Veterinarian Services.

4. Fitness of Purpose

Buyer understands these Dalmatians are raised and bred in the nature Dalmatians were bred for; as family or farm guard dog; with the temperament and disposition to match and is purchasing a Dalmatian for family or farm in this capacity. Buyer agrees they are purchasing the Dalmatian as a working dog and understands that the buyer can contact the seller for advise in raising DOG in the capacity, but success of the DOG falls upon buyer to properly raise and supply the guidance for the dog to be successful. Seller does not provide any warranty as to the Dog's fitness for any specific or particular purpose, including but not limited to obedience trials or show ring performance

5. Buyer's Representations and Warranties

Buyer represents to Seller that:

(a) Buyer has read and understands completely and agrees to the terms and conditions set forth in the attached New Dog/Puppy Care Instructions, Exhibit A hereto.

(b) Dog comes with up to date vaccinations, and Buyer should not have the Dog vaccinated within the first ten (10) days of receiving Dog in order to avoid over-vaccination.

(c) Buyer will keep Dog in an enclosed area of adequate size and will not allow Dog to roam at will or unconfined.

(d) Buyer will provide Dog with food at regular intervals and in the amount designated in **Exhibit A** and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies) and as may be further outlined in the attached New Dog/Puppy Care Instructions, attached as **Exhibit A** hereto.

(e) Buyer warrants and represents that she/he are not acting as the agent or representative of, or in any way on behalf of, any other person, business, organization or entity in the purchase of Dog.

(f) Buyer warrants and represents that she/he will not under any circumstances sell, give, transfer or release Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent or representative of any such business, facility, organization or entity.

(i) In the event Buyer sells or otherwise transfers ownership of Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

(j) Buyer certifies that she/he is not a paid worker, member or volunteer for any animal rights groups such as, but not limited to, the Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA), Society for the Prevention of Cruelty to Animals (SPCA), People for the Ethical Treatment of Animals (PETA), or any such similar organization (on either a national, state or local level).

(k) Temperament issues are not covered by any health guarantee set forth in this Agreement or otherwise, as they can be caused by a number of factors outside the control of Seller, including without limitation lack of training, discipline, neglect, abuse, or proper socialization.

6. Indemnity and Release

If any act, omission or failure to act on the part of Buyer shall result in any claim or suit for any kind of loss, damage, injury, death, or liability against Seller, Buyer agrees to hold harmless and fully indemnify, defend Seller against any and all claims. In addition, Buyer shall take financial responsibility and pay all of Seller's costs and expenses, including reasonable legal fees, for any amount paid in settlement and/or for any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by Dog after placement with Buyer, including but not limited to damage to or destruction of property, and/or injury, illness or damage to any person.

7. Binding Arbitration Provision

This Agreement contains a binding Arbitration Provision:

BINDING ARBITRATION PROVISION

ANY DISPUTE OR DISAGREEMENT REGARDING THE TERMS, CONDITIONS, IMPLEMENTATION OR OPERATION OF THIS AGREEMENT WHICH CANNOT BE RESOLVED BY BUYER AND SELLER SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WHICH ARBITRATION SHALL TAKE PLACE IN THE CHERRYVALE/INDEPENDENCE KS AREA. THE ARBITRATION DECISION SHALL BE BINDING ON THE PARTIES, THEIR ATTORNEY, AND THEIR AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES AND THEIR ATTORNEYS EXPRESSLY AND KNOWINGLY ACKNOWLEDGE BUT WAIVE THEIR RIGHTS TO A TRIAL, WHETHER BY JURY OR NON-JURY, IN CONSIDERATION OF THE INCREASED SPEED AND LOWER COSTS TYPICALLY ASSOCIATED WITH ARBITRATION OVER TRIALS, AS WELL AS THE BINDING EFFECT OF THE ARBITRATION DECISION IN THIS MATTER.

8. Limitation of Action

Notwithstanding any federal, state or local statutory, ordinance or legal provision to the contrary, Buyer and Seller contractually agree that 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.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, Any litigation or arbitration shall take place in the governing State listed above.

10. Entire Agreement

This Agreement, including New Dog/Puppy Care Instructions, attached as Exhibit A hereto, represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied. Any additions, deletions or changes to this Agreement shall be set forth in writing, dated and signed by Buyer and Seller. The only warranties given under this Agreement are those expressly set forth herein. Buyer acknowledges that by signing this Agreement, she/he is entering into a legal and binding contract.

Date

Signature of Buyer

Date

Signature of Seller