

Glacieridge Lakelands
Sara Peterka
PO Box 7
Grove City, MN 56243
cell 320-295-2787
sapeterka@gmail.com

BILL OF SALE/GUARANTEE/SALES CONTRACT

This agreement is made this day of , by and between:

Sara Peterka PO Box 7, Grove City, MN 56243 320-295-2787 (hereinafter Seller) And:

(Buyer): _____

Address: _____

phone number: _____

It is agreed by and between Seller and Buyer as follows:

1. DESCRIPTION OF PUPPY/DOG:

The puppy/dog sold pursuant to the terms of this agreement is as follows:

BREED: Lakeland Terrier

SEX: _____

COLOR: _____

BORN: _____

SIRE: _____

DAM: _____

MICROCHIP#: _____

2. SELLER'S REPRESENTATIONS

The following representations and conditions apply to the sale of the aforementioned puppy/dog: **3.** Buyer agrees to pay to seller the sum of \$ _____ plus tax of 6.875% _____ for aforementioned puppy/dog. Payment must be cleared prior to leaving the property of seller. (Cash is cleared payment or you may use another payment method as long as it has cleared prior to pick up, please discuss if you have concerns)

4. Said puppy/dog is not sold for the purpose of breeding.

5. Buyer agrees to return the aforementioned puppy/dog to seller at any time if the arrangement does not work out. Buyer agrees said puppy/dog will never be sold, given away, or transferred in any way to anyone without written consent of seller.

6. Buyer is completely satisfied with and waives any and all claims regarding said puppy's/dog's conformation to breed standard and outward appearance (meaning the puppy/dog meets the breed standard). **7.**

STIPULATIONS, ACKNOWLEDGMENTS AND AGREEMENTS **8.** The parties hereto agree that Buyer will register said puppy/dog with the AKC on an AKC Limited Registration. The AKC Registration form will be forwarded to buyer upon receipt of it from the AKC/ prior owner(s).

9. In the event the Buyer is unable to keep said puppy/dog for any reason, Buyer agrees said puppy/dog will never be sold, given away, or transferred in any way except back to Seller. Buyer also agrees to immediately contact Seller who will have the first option to accept the return of the puppy/dog and/or the right of first refusal. Seller will assist, when possible, in either helping to find a suitable home and/or in giving sound advice for the well-being of the puppy/dog. Buyer agrees that any transfer of this puppy/dog without written consent from Seller, Buyer will be liable for \$5000.00 punitive damages.

10. Seller is not responsible for injuries or problems due to feeding, type of feed used, being overweight, training and/or lack of training, biting, children or environment. Buyer acknowledges that Seller has advised that socialization of a Lakeland Terrier is a must. Training materials have been provided to first time Lakeland Terrier owners and Buyer agrees to study and use training suggestions. Where Buyer has previous Lakeland

Terrier ownership experience, Buyer guarantees their ability to properly train a Lakeland Terrier. 11. Buyer agrees to feed high quality food.

11. No other health guarantee is given except in the case of a hereditary defect which develops to the extent that it renders the dog unsuitable as a pet before the pet's two year birthdate. In this instance, a replacement will be given as soon as one is available, or a refund of 50% of the purchase price will be given at the breeder's option. If the dog has been bred or is over the age of 24 months this portion of the agreement is voided. It is not necessary to return the dog to the breeder or have the dog destroyed to collect on this agreement; however, the dog must be neutered or spayed with proof of same provided to the breeder in writing from your veterinarian.

12. Should Buyer have difficulty training their Lakeland Terrier, Buyer agrees to contact Seller for further advice.

13. Buyer agrees that the dog/bitch from the Glacieridge Kennel will not be bred before having a health testing Certification as advised by United States Lakeland Terrier Club. Buyer agrees that the dog/bitch from the Glacieridge Kennel whom is bred before acquiring the health testing will make the Buyer liable for \$5000.00 in punitive damages.

14. Buyer agrees that any puppies produced from the Glacieridge Kennel dogs sold or re-sold by Buyer to any pet shops, retailer, etc. will make Buyer liable for \$700.00 per puppy as liquidated damages. 15. Seller will not knowingly sell a dog which is in ill health or afflicted with a genetic or congenital defect without full disclosure of such ailment to Buyer.

16. Said puppy/dog is guaranteed to be in good general health and free of communicable diseases. Buyer agrees to have the vet of their choice examine the puppy/dog within 72 hours of purchase. If any problems are detected in this exam, the puppy/dog may be returned for a replacement puppy/dog, excluding shipping costs. Buyer is responsible for the initial visit costs and any immunization shots, if given at that visit. Buyer agrees that if the puppy/dog is not seen by a vet within the 72 hour limit it will not be covered under the above terms except at the Seller's option.

17. Buyer agrees to pay all shipping costs for a replacement puppy/dog.

18. A refund of full original purchase price in lieu of a replacement is at the Seller's option only. 19. Affected puppies/dogs will be replaced with a puppy/dog of equal or greater value as soon as it is possible. 20. Buyer agrees that when requested by Seller the affected puppy/dog must be returned to the Seller before a replacement is given

21. Buyer agrees to register the puppy/dog with the "Glacieridge" Prefix through the AKC registry. 22. Buyer agrees to supply Seller a copy of the Death Certificate if applicable.

23. This guarantee is not transferable should the dog be sold or given away by the above-mentioned owner.

24. MAINTENANCE

25. Buyer agrees to maintain this puppy/dog in good health, provide routine maintenance and preventative health care including but not limited to nail trimming, teeth brushing, inoculation, internal and external parasites and heartworm preventative medication, prompt medical attention if puppy/dog shows signs of illness or injury, proper shelter (with protection from the winter and summer temperatures). The puppy/dog is required to be licensed in the County of residence of Buyer.

26. Buyer agrees to provide proper exercise as indicated in order to maintain this puppy/dog in proper weight and physical shape.

27. Buyer agrees that this puppy/dog is NOT to be LEFT UNSUPERVISED LOOSE OUTSIDE. This puppy/dog is sold with the understanding that it is to go to carefully selected parties and that Buyer AVOWED the puppy/dog would become a member of the family.

28. Buyer agrees to maintain contact with Seller at reasonable periods of time to advise as to the health and well-being of the puppy/dog. Buyer agrees, likewise, to permit Seller access to the dog on a periodic basis to ascertain the health and well-being of the puppy/dog and that the terms of this contract are being complied with.

29. Buyer agrees that Seller has the right to REPOSSESS SAID PUPPY/DOG UPON EVIDENCE OF NEGLIGENCE AND/OR ABUSE, which neglect and/or abuse shall be determined solely by Seller, at no

expense to the Seller

30. If the time comes that said puppy/dog is repossessed Buyer agrees to IMMEDIATELY SIGN OVER TO THE SELLER THE PUPPY'S/DOG'S AKC REGISTRATION PAPERS, at no expense to Seller. 31.

GENERAL

a.) Buyer agrees that he/she understands all terms and conditions of this contract fully.

b.) This Contract shall be interpreted and enforced under and pursuant to the laws of the State of Minnesota.

If for any reason the parties hereto, or any party hereto, deems that this Contract has been breached to their detriment, the parties hereto agree to submit their differences for resolution to non-binding mediation prior to and as a condition of exercising any right to filing a lawsuit and submitting any such difference to any court of law. In that regard, the parties hereto acknowledge and agree that jurisdiction and venue shall solely be proper within Meeker County, Minnesota.

d.) The terms and conditions set forth in this Contract shall include the full and entire understanding between the parties hereto. The parties agree there are no other terms, agreements or warranties made or expressed except as may be set forth within this Agreement.

Sara K Peterka

Date: _____

Buyer: _____