BILL OF SALE & CONTRACT FOR A DOG

No Breeding Rights‑ LEONBERGER

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

                                  BUYER:       SELLER:

|  |  |  |  |
| --- | --- | --- | --- |
| Printed Name(s): |  | Printed Name: | FISHBURN HOMESTEAD & KENNEL LLC & Oakridge Leonbergers  |
| Address: |  | Address: | 5027 S 7500 W Hooper, UT 84315 |
| Phone: |  | Phone: | 801-317-6464 |
| Email: |  | Email: | FishburnHomestead@gmail.com |

UPON payment of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Paid by the Buyer to the Seller (the purchase price), receipt of which is hereby acknowledged, seller grants, sells, conveys and transfers ownership of the following dog (as described) to the Buyer.   The seller now holds no responsibility for the dog described and Buyer agrees to indemnify and hold harmless Seller for any liability, which may occur involving the animal. There are absolutely no refunds. An exchange may be made only if the dog meets requirements as listed in the *Fishburn Homestead Health Guarantee* (incorporated herein by this reference) for an exchange.

Buyer agrees and is aware that the puppy dog is sold with **NO BREEDING RIGHTS** and that Buyer is responsible, at Buyer’s own expense, to have the below described puppy/dog spayed or neutered BEFORE 6 MONTHS OF AGE and provide to Seller within 30 days following a certificate of that procedure from a licensed veterinarian.  This dog is being purchased as a Pet/Family only and is not to breed whether purposefully or otherwise.

**Failure of Buyer to provide the above noted veterinarian certificate within the time specified is a breach of this contract and Buyer agrees to pay to Seller liquidated damages of $5,000.  In the event the dog breeds, the Buyer agrees to pay to Seller liquidated damages of $100,000.**

If at ANY time in the life of the dog, Buyer is unable to keep the dog, the Seller will be notified and the dog MUST be returned to the Seller no matter what age the puppy/dog is. No money will be refunded for dog, and no replacement will be given. Buyer agrees that they will not relinquish the dog to an animal shelter, pound, humane society or similar facility or to convey ownership of the dog to another party under any circumstances, ever. This contract is for the benefit of both parties involved and to safeguard the health and well being of the puppy/dog.

Buyer understands that by signing this contract the Buyer agrees to adhere to the terms and conditions stated herein. The laws of the State of Utah will govern this contract and venue will be in Weber County, State of Utah, for any dispute or legal action arising under this contract. The party prevailing in any suit will be awarded attorney fees, witness fees, and court costs. Interest will accrue on any amount owing, any judgment amount, and upon any accrued interest thereon at the maximum rate allowed by law. Buyer agrees to accept any service of legal process by electronic mail at the email address specified above.

Puppy/Dog Information:

|  |  |  |  |
| --- | --- | --- | --- |
| Description |  | SEX |  |
| Breed | LEONBERGER  | Identifying marks |  |
| DOB | June 4th 2018 | DAM | Ratchet |
| COLOR | Black face, red, tan, white  | SIRE | Whiskey |

*I understand & agree to the terms of this contract by signing below:*

**BUYER:**Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

**SELLER**:Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_