

## Sales Agreement

This agreement made on this \_\_\_\_ day of \_\_\_\_\_, 2019, between the parties listed below is for the sale of a companion quality dog. The agreed upon price is \$\_\_\_\_\_. Both parties certify that they are freely entering into this agreement without reservation and further agree to be bound to the conditions and warranties stated herein.

Seller Information	
Name	Tracy Kelly
Address	767 Forest Grove Rd
City, State, Zip	Vilas, NC 28692
Phone	828-964-2635
E-mail	<a href="mailto:vt@forestgrovefarm.net">vt@forestgrovefarm.net</a>

***The above hereinafter referred to as the "Seller" and is a party to this agreement.***

Buyer Information	
Name	
Address	
City, State, Zip	
Phone	
E-mail	

***The above hereinafter referred to as the "Buyer" and is a party to this agreement.***

Dog Information	
Name	
Breed	
DOB	
Sex	

***The above hereinafter referred to as the "Dog" and is the subject of this sales agreement.***

Seller's initials certifying that they have provided true and correct information: \_\_\_\_\_

Buyer's initials certifying that they have provided true and correct information: \_\_\_\_\_

# Terms and Conditions

## 1. Deposit, Payment of Purchase Price, Fees

The total cost of the Dog is \$\_\_\_\_\_. Buyer has paid a non-refundable deposit of \$300.00. A payment of \$\_\_\_\_\_ is due \_\_\_\_\_, 2019. Payment of the balance may be made by cash, cashier's check or wire transfer only; no other forms of payment will be accepted.

Buyer acknowledges and agrees that they forfeit 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 by \_\_\_\_\_, 2019
- (c) Buyer provides false information.

Seller reserves the right to cancel the sale of this Dog for any reason. Should the seller decide to cancel the sale, all monies received towards the purchase of the Dog will be refunded to the Buyer within 30 days of the cancelled sale. In the event of a cancelled sale, Seller shall be free to sell the Dog to another Buyer.

## 2. Purpose

This Dog is sold as a pet/companion animal only, and as such, no warranty is made as to the suitability or merchantability of this Dog for any other purpose. It is strongly suggested that the Buyer have this Dog spayed/neutered within 24 months of taking possession. The Buyer assumes responsibility for appropriately training the Dog to fit into their household/farm. No warranty is made regarding behavior of the Dog or of house training, command response or nuisance barking. These are all aspects of dog ownership and fall entirely under the responsibility of appropriate training being done by the Buyer. The seller recommends the Buyer enroll and participate in a basic obedience class with the Dog after the completion of a board certified veterinarian's recommended vaccination schedule.

## 3. Registration

The Seller guarantees that the parents of this Dog are registered purebreds of the breed noted on Page1, and has provided the pertinent registration information to identify the Dog and allow Buyer to register this Dog with the AKC limited registration status.

## 4. Best Handling Practices

The Buyer shall provide the Dog with adequate food, fresh water, shelter, exercise, affection and medical care upon sickness, disease or injury. Maintenance should include an annual health exam and routine vaccinations as recommended by a board certified veterinarian. The Buyer shall provide humane care and maintenance in accordance with all the current and future state, county, and municipal laws and ordinances where the Buyer resides.

The Dog shall reside with the Buyer. The Buyer shall notify the Seller immediately if the Dog cannot be kept by the Buyer. The Dog shall not be sold, transferred, or given to any individual or to any retail or wholesale establishment for the purpose of sale or resale to the public or to any research institute where medical experimentation or other practices take place.

Buyer's Initials certifying that they have read and understand everything on this page: \_\_\_\_\_.

## 5. Health Guarantee

The Seller guarantees this Dog is in good health at the time of the sale and to be free of hereditary defects that would adversely impact the health and well-being of the Dog. The Seller shall provide a copy of Dog's health records from her veterinarian at the time of possession/pick up. The Buyer may have the Dog examined by a licensed veterinarian within 5 calendar days of taking possession.

If at this initial exam, the veterinarian finds that the Dog is diseased or has a congenital disorder, the Buyer has 3 business days to notify the Seller and return the Dog, at Buyer's expense, to qualify a claim for full refund. The Buyer reserves the right to obtain a second opinion within 14 days of receiving the Dog. Should it be confirmed that the Dog is affected by a serious and irreparable hereditary defect as described, the Seller will issue a refund of the purchase price. Any refund will be issued within 30 days of the Seller receiving the Dog and copies of all veterinarian documentation. The warranty of this provision does not include any condition which is deemed by a veterinarian to be a normal aspect of a geriatric age, communicable disease or conditions related to an injury. This guarantee is only valid if the following conditions are met, and proof therein is provided to the Seller.

- a. The Dog is spayed/neutered between 12 and 24 months old.
- b. The Dog has never been bred.
- c. The Dog is fed a premium quality commercial kibble or balanced raw diet.
- d. The Dog has been vaccinated according to licensed veterinarian's schedule.
- e. The Dog has not been allowed to become obese or malnourished.
- f. The Dog has had a yearly wellness exam by licensed veterinarian.
- g. The Dog has not contracted heart worm or any preventable disease.
- h. The Dog has not been impounded by animal control.
- i. The Buyer has not violated any other provision of this agreement.

## 6. Return Policy

***Our first and foremost concern is the well being of the Dog.*** Should the Buyer at any point in the Dog's life be unable or unwilling to keep the Dog, the Buyer must notify the Seller within 2 business days and return the Dog to the Seller. The Dog needs to be returned to the Seller with all of the original records and registration papers (if any) in order for the Buyer to receive any refund. Any refund issued will be based on the health and merchantability of the Dog at the time of its return.

## 7. Legal Disclaimer

The Buyer assumes full financial responsibility for this Dog from the moment the Buyer takes possession. The buyer holds harmless the Seller from any actual damages incurred by Seller to the extent caused by the Dog or the Buyer's negligent keeping of the Dog. The warranties this agreement provides only apply to the original Buyer and are not transferable if the Buyer sells or gives this Dog to another party. The Buyer certifies that they are purchasing this Dog for themselves and not acting as an agent to purchase for anyone else.

Seller warrants that she is the lawful owner of the Dog at the time of sale, that the Dog is free from all encumbrances and that she has the right to sell this Dog. Seller will defend the title of the Dog from all lawful claims and demands. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

Buyer's Initials certifying that they have read and understand everything on this page: \_\_\_\_\_.

This contract will be governed by North Carolina State Laws and both parties agree that should a dispute arise, the venue will be limited to Watauga County, North Carolina.  
If either party brings an Action to enforce their rights under this agreement, the prevailing party may recover damages and/or expenses (including reasonable attorney's fees) incurred in connection with the Action and any appeal from the losing party.

The terms of this contract constitutes the entire agreement between the Buyer and the Seller at the time of sale. This agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

Buyer Signature	Seller Signature
Printed Name	Printed Name
Date	Date

Buyer's Initials certifying that they have read and understand everything on this page: \_\_\_\_\_.