



Contract And Bill Of Sale

Date: _____

Buyer's Name: _____

Buyer's Address: _____

Buyer's City, State & Zip: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

Purchase Price: \$ _____ + 8.25% sales tax: \$ _____ = Amount Due \$ _____

Deposit: \$ _____ = Balance Due: \$ _____ Paid In Full: _____ or "Other": _____

Dog's Name: _____

Breed: _____ Microchip #: _____ Sex: _____

Color & Markings _____

Date Whelped: _____ Litter Registration Number: _____

Sire: _____ Sire's Registration Number: _____

Dam: _____ Dam's Registration Number: _____

Registration Application Issued: _____ Registration Will Follow: _____

BREEDER'S TERMS OF BASIC CONTRACT & BILL OF SALE

The breeder maintains the right to the use of DAVEN'S as the establishment's name preceding the dog's name on the registration application.

Standard Health Guarantee

Applies to *ALL* puppies or dogs sold by DAVEN!

All animals are sold with a completed **HEALTH CERTIFICATE** stating that the puppy has been veterinarian inspected, is healthy and is fit for sale.

VACCINATION RECORDS

and a

CONTRACT & BILL OF SALE

are given at the time of sale.

The buyer **MUST** take the dog to a licensed veterinarian

WITHIN 3 DAYS

of the contract date, or if shipped, within 3 days of receipt, or the

CONTRACT & BILL OF SALE

and any additional

* 10 YEAR LIMITED REPLACEMENT GUARANTEE*

and/or

SHOW/BREEDING GUARANTEE

are

NULL & VOID.

Any illness or disease present **MUST** be reported to the seller immediately and the dog **MUST** be returned (unless other arrangements are made). A signed statement from the veterinarian stating the reason that the dog is unfit for sale **MUST** be submitted to the breeder, and following consultation with our veterinarian, a replacement will be made and any related veterinary expenses paid. If a replacement is unavailable, a full refund of the purchase price will be made.

The breeder is not liable for the cost of the initial veterinary consultation unless the dog is deemed to be unfit for sale at the time of its initial veterinary consultation and returned for a replacement.

The breeder is not responsible for ANY other charges incurred without the prior written authorization of the breeder.

DAVEN's maintains the right to have any disputes between your veterinarian and our veterinarian independently arbitrated by a third party veterinarian at DAVEN's expense **BEFORE** any replacement is made.

*NOTE: Veterinary findings of intestinal parasites shall not be grounds for declaring a dog unfit for sale.

NOTE: Failure to have this animal examined by a veterinarian within 3 days from the date of this contract or if shipped, within 3 days of receipt, shall void the *STANDARD HEALTH GUARANTEE*** and any additional *** 10 YEAR LIMITED REPLACEMENT GUARANTEE*** and ***SHOW BREEDING GUARANTEE*** for this animal.

Standard Health Guarantee (Cont.)

Maintenance

Buyer agrees to maintain puppy/dog in good health, provide routine preventative health care including, but not limited to the following:

Annual physical exams by a licensed veterinarian, annual vaccinations against DHLPP, heartworm prevention, and rabies (rabies as mandated by buyer's state and country of residence).

Buyer further agrees to provide proper exercise as indicated in order to maintain puppy/dog in proper weight and physical shape. A proper diet consisting of a top-quality dog food shall be fed.

Buyer agrees to notify seller with 30 days of any change of address.

Buyer/owner guarantees breeder to keep said dog under control at all times. Breeder will not be held responsible for any damages said dog may cause. Also, breeder is not held responsible for said dog should it bite or harm another individual or animal.

Buyer/owner guarantees breeder; if they are unable to keep this dog they will not take it to an animal shelter, dog dealer, pet store, guard dog or research facility.

Please contact us and we will try to help you find another home for the dog or we will take it back!
Shipping expenses must be covered by the owner!

ADDITIONAL TERMS, GUARANTEES OR CONDITIONS ARE EXPRESSED WITHIN:

(circle whichever applies)

*** 10 YEAR LIMITED REPLACEMENT GUARANTEE ***

*** SHOW/BREEDING GUARANTEE ***

INCLUDED

NOT INCLUDED

INCLUDED

NOT INCLUDED

Other: _____

No other guarantees or warranties are expressed or implied.

Contract And Bill Of Sale (Cont.)

Miscellaneous

If it is reported and confirmed that the puppy/dog is being abused by the BUYER, rights and ownership of the puppy/dog will automatically be terminated and revert back to the SELLER who may immediately assume possession. The BUYER agrees the SELLER will repossess the puppy/dog upon evidences of neglect and/or abuse and that the BUYER will be responsible for the SELLER's fees and costs involved in repossession.

If at any time circumstances are such that the BUYER cannot keep the puppy/dog, the puppy/dog must be returned to the SELLER. AKC/UKC registration certificates will be signed over to the SELLER. There will be no compensation given to the BUYER. The SELLER will pay any shipping costs to have the puppy/dog returned.

Responsibility for this dog or any of its actions becomes the sole responsibility of the buyer as of the date of this contract.

This contract is to be interpreted by the laws of the State of New York. If any provision of this document is invalid or unenforceable under the applicable law, this document shall be ineffective to the extent of such invalidity only, without affecting the remaining portion.

The BUYER agrees that the SELLER shall have the right to enforce provisions of this contract in a court of law or through alternative dispute mediation. If legal action by the SELLER is necessary to enforce any provision, the BUYER will pay for the costs and attorney fees incurred by the SELLER.

By signing and dating this contract, and any addendum guarantees offered by the breeder, the buyer acknowledges and agrees to any and all terms, conditions and/or guarantees of this contract. The buyer also acknowledges that no other terms, conditions and/or guarantees have been made, expressed or implied by the breeder.

Buyer's Signature: _____ Date: _____

Breeder's Signature: _____ Date: _____

*** NOTES ***
