

BILL OF SALE / SALES CONTRACT FOR DOG OR PUPPY

THIS AGREEMENT made the ____ day of ____, 20____ by and between:

Buyer:

Name: _____

Address: _____

Phone: _____ Email: _____

- AND -

Seller:

Name: _____

Address: _____

Phone: _____ Email: _____

The purchase price is \$2,000 when paid via cash or equivalent. Purchases made using third-party financing will be \$2,250. If using a third-party vendor, Buyer will need to agree to Appendix A of this contract.

Once full payment is paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Description of Puppy	
Breed:	Color:
Date of Birth:	Sex:
Litter Number:	
Sire Name:	Sire Registration #:
Dam Name:	Dam Registration #:

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date

Signature of Buyer

Date

Signature of Seller

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$500, with payment of the balance of \$1,500.00 / \$1,750.00 due upon release of the Dog to Buyer. The earliest delivery date is **June 19, 2026**, or such other date as the parties may mutually agree. Payments may be made by cash, cashier's check, money order, or online payment app agreed upon by the parties. Buyer agrees not to initiate any payment reversal or chargebacks.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the 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 by the agreed delivery date.

In either event, 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 owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to another puppy in the same litter.

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 of the Dog to Buyer.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost, to verify the health of the Dog.
 - If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund.
 - Failure by Buyer to have the Dog examined within the 3-day period will nullify this warranty.
 - The Dog must be returned within 48 hours of the veterinary diagnosis to qualify for a refund. The Dog must be returned in the same general condition as at the time of sale, excluding the diagnosed condition, and accompanied by all records provided at the time of sale.
 - If a health concern is identified but the Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer.
- (e) This Guarantee does not cover conditions deemed non-life-threatening, minor, or correctable, including but not limited to:
 - Minor or cosmetic conditions such as umbilical hernias or undescended testicles
 - Non-genetic or environmentally influenced conditions such as allergies, dermatitis, or demodectic mange
 - Correctable eye conditions such as cherry eye, entropion, or ectropion
 - Mild or moderate orthopedic conditions that do not significantly impact the Dog's quality of life

This Guarantee also does not cover conditions resulting from injury, neglect, improper care, or environmental factors.

- (f) Seller provides a genetic health guarantee for a period of 24 months from the date of birth against life-threatening hereditary conditions that significantly impact the Dog's quality of life.
 - If such a condition is diagnosed by a licensed veterinarian, Seller may, at Seller's discretion:
 - Provide a replacement puppy from a future litter, or
 - Offer a partial or full refund of the purchase price
 - This guarantee does not include reimbursement for veterinary expenses.
- (g) Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization.
- (h) This guarantee covers only the original Buyer and is not transferable.
- (i) Appropriate shots for the Dog's age have been given, and a record of this vaccination history is supplied. Buyer assumes responsibility for all future vaccinations and veterinary care after transfer.

4. Fitness of Purpose

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes. Seller makes no guarantee regarding adult size, weight, coat, or temperament.

5. Buyer's Representations

Buyer represents to Seller that:

- (a) The Dog will reside with Buyer and Buyer's family.
- (b) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- (c) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (d) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- (e) Buyer is aware that Australian Shepherds may be predisposed to certain genetic or health conditions, including but not limited to hip dysplasia, eye disorders, epilepsy, and MDR1 drug sensitivity. Buyer accepts full responsibility for all veterinary care and medical expenses incurred after transfer of the Dog, except as explicitly outlined in this Agreement. No refunds, other than the ones laid out in this contract, will be given.
- (f) Buyer acknowledges that the Dog is a high-energy, intelligent working breed that requires consistent training, mental stimulation, and physical exercise. Buyer agrees to:
 - Provide regular daily exercise appropriate for the Dog's age and development
 - Engage in ongoing training, including basic obedience (sit, stay, recall, leash manners)
 - Properly socialize the Dog with people, environments, and other animals during critical developmental periods
 - Use humane, consistent, and positive training methods
 - Buyer understands that failure to provide adequate training, socialization, and exercise may result in behavioral issues including, but not limited to, excessive barking, destructive behavior, anxiety, herding behaviors (including nipping), and reactivity.
 - Seller shall not be held responsible for behavioral issues arising from lack of training, inadequate exercise, or improper handling of the Dog.
 - Seller strongly recommends participation in a professional obedience or training program within the first year of ownership.
 - Buyer further understands that many behavioral traits of the breed, including high energy, herding instincts, and need for mental stimulation, are normal and not grounds for a refund.

6. Rehoming and Return to Breeder

Buyer agrees that no transfer of ownership is valid and the dog may not be sold, transferred, leased, traded, given away, or otherwise rehomed to any individual, shelter, rescue, or other entity under any circumstances without the prior written consent of the Seller.

If at any time during the dog's life the Buyer is unable or unwilling to keep the dog, the Buyer agrees to:

- Immediately notify the Seller, and
- Return the dog to the Seller at the Buyer's expense, with no refund of the purchase price unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.
- Seller will assume full responsibility for rehoming the dog.

Failure to comply with this clause shall constitute a breach of contract. Seller reserves the right to reclaim the dog without compensation and may pursue legal remedies if necessary. Buyer agrees that Seller may seek injunctive relief to enforce this provision without the need to post bond.

Buyer understands and agrees that this clause is in place to ensure the lifelong welfare and proper placement of the dog.

7. Indemnity and Release

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

8. Limitation of Action

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 Indiana.

10. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Date

Signature of Buyer

Date

Signature of Seller

Acknowledgement of Receipt

I acknowledge that I have received the Dog into my possession.

Date

Signature of Buyer

APPENDIX A

Use of Third-Party Financing

Buyer elects to use a third-party financing or “buy now, pay later” provider (including but not limited to Affirm, Klarna, Afterpay, or similar services) to complete the purchase.

Buyer acknowledges that any financing agreement is solely between Buyer and the third-party provider. Seller is not a party to any financing arrangement and is not responsible for approval, payment terms, interest, fees, or disputes related to such financing.

The Buyer agrees the total purchase price of the Dog shall be increased to \$2,250.00 to offset transaction and processing fees associated with such payment methods.

Full payment must be received by Seller prior to transfer of the Dog, regardless of the payment method used.

Date

Signature of Buyer

Date

Signature of Seller