**DOG/PUPPY BILL OF SALE**

**1. DATE AND PARTIES**

1.1. THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ between:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Hereinafter known as the “Buyer”) and

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Hereinafter known as the “Seller”).

**2. TERMS AND CONDITIONS**

2.1. The Buyer agrees to purchase, for the sum of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Euro), the following Dog or Puppy from the Seller:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Variety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Coat type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration (#): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Microchip (#): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.2. The Dog/Puppy has had the following vaccinations:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2.3. The Dog/Puppy will need these vaccinations next:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2.4. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog/Puppy if:

(a) Buyer fails to complete the purchase of the Dog/Puppy for any reason, or

(b) Buyer fails to pay the balance of the Purchase Price within \_\_\_\_ days of the agreed date specified in paragraph 3 of this Agreement.

In this case, Seller shall be free to sell the Dog/Puppy to another party.

2.5. In the event that the Dog/Puppy is not available due to sickness, death, or any other circumstance owing to the fault of the Seller, Buyer’s deposit will, at Buyer’s option, be either

- refunded, or

- transferred to the next litter of puppies.

2.6. Payment for the delivery of the Dog/Puppy to the Buyer is carried out at the expense of the Buyer.

2.7. Together with the Dog/Puppy, the Buyer is given an export pedigree and a veterinary passport.

2.8. The pedigree may be sent later than date specified in paragraph 3 of this Agreement via any postal service of choice due to the document preparation timelines at the Cynology Association of Bosnia and Herzegovina (KSuBIH) - the organization responsible for the registration of puppies and issuance of their documents in Bosnia and Herzegovina.

**3. DATE OF SALE**

3.1. The sale of the Dog/Puppy shall occur on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ with either:

- a deposit being made in the amount of €\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Euro) on the date of this agreement that will be credited towards the purchase price.

- no deposit.

3.2. On the date of sale, the monetary funds shall be delivered to the Seller and the Dog/Puppy shall transfer possession to the Buyer.

**4. SELLER’S REPRESENTATIONS AND WARRANTIES**

4.1. Seller represents and warrants to Buyer that:

4.1.1. Seller is the legal and true owner of the Dog and the Seller has full right and authority to sell the Dog/Puppy.

4.1.2. The Dog/Puppy is being sold clear of any lien, security interest, charge or other encumbrance.

4.1.3. Seller guarantees that the Dog/Puppy is a purebred dog, offspring of the purebred sire and purebred dam of the breed set out in paragraph 2 of this Agreement.

4.1.4. The Dog/Puppy meets the requirements for breed and condition, is vaccinated according to age, microchipped, has no visible anomalies or defects, has all the necessary documents and assessed in accordance with BKS requirements.

4.1.5. The Dog/Puppy is in good health and free of communicable diseases at the time of this sale. Buyer has 2 days from the moment of the arrival of the Dog/Puppy to the Buyer to have the Dog/Puppy examined by a licensed veterinarian, at Buyer’s sole cost. If the Dog/Puppy fails the examination, the Buyer may return the Dog/Puppy, with a written statement from the veterinarian, for a full refund. Failure by the Buyer to have the Dog/Puppy examined within the 2-day period will nullify this warranty. If the Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer. This health guarantee will be null and void.

4.1.6. This Guarantee does NOT cover any allergies. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Dog’s/Puppy’s breed, and understand the many health issues they can possess. Buyer is responsible for all medical costs of their Dog/Puppy. (no refunds will be given). This guarantee covers only the original Buyer and is not transferable.

4.1.7. To ensure that the Buyer does not euthanize the Dog/Puppy or take it to an animal shelter, the Seller will take the Dog/Puppy back at any time during its lifetime. Seller will not issue a refund or provide another Dog/Puppy to Buyer unless the Dog’s return was a result of any misrepresentation on the part of Seller with respect to the Dog’s/Puppy’s health.

**5. BUYER’S REPRESENTATIONS**

5.1. Buyer represents to the Seller that:

5.1.1. The Dog/Puppy will reside with the Buyer and the Buyer’s family.

5.1.2. Buyer undertakes to provide the Dog/Puppy with proper living conditions appropriate to the breed, size and age of the Dog/Puppy.

5.1.3. Buyer will keep the Dog/Puppy in an enclosed area of adequate size, and will not allow the Dog/Puppy to roam at will. Buyer will not keep the Dog/Puppy chained or tethered or permanently house the Dog/Puppy in a cage.

5.1.4. Buyer will provide the Dog/Puppy with proper nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).

5.1.4. Buyer is not acting as agent for any other person or business in the purchase of the Dog/Puppy.

5.1.5. Buyer will not sell, give, or release the Dog/Puppy to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

5.1.6. In the event Buyer sells the Dog/Puppy to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

**6. FITNESS OF PURPOSE**

6.1. The Dog/Puppy that is the subject of this Agreement is:

- a show class dog that can be used for breeding

- a pet class companion dog without permission for breeding

6.2. However, the Seller does not provide any warranty as to the suitability of the Dog/Puppy for any particular purpose, including obedience testing, show ring performance and/or breeding purposes, which is the sole responsibility of the Buyer.

**8. ENTIRE AGREEMENT**

8.1. This Agreement is concluded in two original copies, which have the same legal force, one for each of the Parties.

8.2. 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.

8.3. Any outside or other arrangements made by the Buyer and Seller will not be recognized unless stated in this agreement.

**9. DISPUTES RESOLUTION**

9.1. All disputes arising in connection with this Agreement shall be settled by negotiation between the Parties and must be formalized in writing as an additional contract to this Agreement.

9.2. If the dispute cannot be resolved through negotiations, it shall be resolved by the competent court of Bosnia and Herzegovina in accordance with the established law and jurisdiction of such dispute in accordance with the legislation in force in Bosnia and Herzegovina.

**10. OTHER TERMS**

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**Buyer Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_