

# Thelma's Bully's

## PUPPY BILL OF SALE / SALES CONTRACT



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

**Buyer:**

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- AND -

**Seller:**

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The following \_\_\_\_\_ puppy was born on/or due on \_\_\_\_\_ of \_\_\_\_\_ dam and \_\_\_\_\_ sire and is hereby sold to the undersigned for the total purchase price of \$\_\_\_\_\_, which must be paid in full before puppy is released to the new owner. The seller by accepting a deposit of \$\_\_\_\_\_ for each puppy requested, agrees to hold the puppy for the buyer until release time. Deposit is non-refundable and will be subtracted from total sale price. UPON PAYMENT of the sum of \$\_\_\_\_\_ 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:

Name of Dog:	
Breed:	Color:
Date of Birth:	Sex:
Registration #	
Sire Name:	Sire Registration# (if any)
Dam Name:	Dam Registration# (if any)
Bred by Seller?	If no, name of breeder: Date acquired:
State of health:	

**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

## Terms and Conditions:

1. This puppy is guaranteed for one year from the date of birth against fatal and life altering congenital disease which adversely affects the health of the animal. This includes severe hip dysplasia (which hampers the movement of the dog and natural gait and requires surgery to correct), kidney, heart, pancreas, spine, and liver problems of a severe and life threatening or altering nature. Puppy MUST be examined by a licensed Vet within 72 hours of delivery. Seller must be informed immediately of the examination's result by email, or by phone. The failure of this will result in the cancellation of this guarantee.
2. Companion puppies need to be spayed or neutered by 12 months.
3. This guarantee does not cover: Uneven Bites, Undescended Testicles, Prolapse, umbilical Hernias, Loose Hips, Loose Knees, Allergies, Ear Mites, Thyroid Dysfunction, Tumors, Growths, Scabies, Mite related illness, Entropion, Ectropion, Demodex mange and Glandular Hypertrophy (Cherry Eye), Elongated Soft Palate, Stenotic Nares (small or collapsed nostrils) and other autoimmune disorders which are not covered by this guarantee. Glandular hypertrophy (Cherry Eye) is not a disqualifying fault and is therefore not covered under this guarantee for pet, breed or show quality puppies.
4. Due to the varying kinds of foods and different environmental conditions the puppies come in contact with, we will not guarantee their health. If a severe hereditary condition is present before 12 months old, which severely lowers your pup's quality of life, another puppy will be given to you for free, when available, the purchaser is responsible for any shipping fees for the replacement puppy. Written verification from Buyer's veterinarian, along with his contact information is necessary. If puppy must be put to sleep, or dies an autopsy must be done. Once cause of death is determined, Seller must be notified with documents of assessment. If pup has ever been bred, all guarantees are null and void. Only one replacement is given, regardless of circumstances.
5. Any physical problem, which is, or could be the result of injury, is not covered under this guarantee.
6. Under no circumstances does Seller accept liability for medical expenses, veterinarian fees, or any other expenses related to the care of your puppy. That is Buyer's responsibility.
7. There is no guarantee, or warranty that the Buyer will be able to Show, or breed the puppy regardless of show, or breeding potentials.
8. Seller retains the right to visit, or have a representative visit, the dog periodically to check the dog's welfare. If it is reported and confirmed that puppy is being abused or neglected by Buyer, right and ownership of Puppy will automatically terminate and revert back to Seller who may immediately assume possession. Buyer agrees Seller will REPOSSESS PUPPY UPON EVIDENCE OF NEGLECT AND/OR ABUSE and that buyer will be responsible for Seller's fees and costs involved in repossession.
9. Buyer is responsible for all shipping charges.
10. Buyer agrees to provide yearly veterinarian exams and to keep the pup up-to-date on vaccines to keep pup healthy.
11. If at any time circumstances are such that the Buyer cannot keep puppy, buyer grants seller right of first refusal to take possession of puppy. Under NO circumstances shall puppy be taken to an animal shelter, humane society, or released to a rescue group. We will take regardless of situation Thelma's Bully's puppies back from buyer.
12. Buyer agrees to notify Seller if there is change of address or telephone number.
13. Any/All legal actions are to be taken place in Union County, PA. All legal fees, including seller's lawyer fees, are the responsibility of the buyer and shall be paid in full by the Buyer. No Exceptions.
14. If the Seller decides it is not in the best interest of the puppy to sell to you, your deposit will be refunded.

15. Contract is not valid unless signed by both buyer & seller.
16. This contract is limited between Seller and 1st Buyer. It is non-transferable.
17. Seller retains the right to use any breed/show males as stud on any female owned, co-owned or leased by seller with the understanding that no stud fee will be paid to buyer from seller.
18. Often when the pups go to their new homes, they under go quite a bit of stress due to change. That stress can cause their immune system to drop slightly. If there are any microscopic parasites or eggs lying dormant in their system, they see this as an opportunity to multiply. The best of care is given to the pups, but sometimes the parasites can lie dormant in their system, allowing them to "hide" from the medicine or treatment, only to reappear at a later time. Diarrhea is the usual result of a coccidian or a giardia infection. If your pup has watery diarrhea for more than 2 days, it is recommended that you drop a fresh stool sample with your Vet so that a smear can be obtained. Your Vet will then prescribe you the appropriate antibiotic, which will likely need to be administered for a week. The seller treats all the puppies for the removal of microscopic parasites, worms, fleas, and ticks before leaving the premises. By signing this contract it is agreed that such nuisances are common to puppies and the seller is in no way responsible for treatment, expense or any liability of the following: Giardia, Coccidia, worms, fleas, ticks or ringworm.

By signing below, Buyer(s) acknowledge that they have read, understand and agree to the above contract. Any breaching of this contract will make it void.

### **Disclaimer**

This is a live animal. To the best of my knowledge, the animal will act reasonably given the circumstances and surroundings of your environment. You must be aware animals react differently to different situations. In no event shall we be held liable and we shall not be responsible to refund any money. No Exceptions.

Kennel Name: Thelma's Bully's

Seller's Name: Thelma Miller

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

Seller's Signature: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

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

Buyer's Signature: \_\_\_\_\_



# Pennsylvania Dog Purchaser Protection Act ~ PA Puppy Lemon Law

*This was taken from the PA State's Attorney General's Office ~ All puppies sold in the state of PA come this Purchase Protection Act. All breeders/sellers in the state of PA must provide you with this document when you purchase a puppy. At Thelma's Bullys we will have you sign two copies of your bill of rights prior to you taking home your new puppy! This puppy Lemon Law makes buying a puppy in PA safer than most other states in the USA!*

## Pennsylvania Dog Purchaser Protection Act:

Dogs can be our dearest friends. That's why the unwitting purchase of an unhealthy pet can be so devastating. In an effort to ensure that consumers buying a dog in Pennsylvania know their new pet has a clean bill of health, Pennsylvania's dog sellers and breeders must now post a visible notice that informs consumers of their rights under the state's Dog Purchaser Protection Act, also known as the "Puppy Lemon Law". Sellers and breeders must also provide a written copy of the consumer's rights at the time of the sale.

1.) A seller shall provide you with a health record for the dog at the time of sale. The health record must contain information as required by the Law.

2.) The seller shall provide a health certificate issued by a veterinarian within 21 days prior to the date of sale OR a guarantee of good health issued and signed by the seller. The health certificate and the guarantee of good health must contain information as required by the Law.

3.) To preserve your rights under the Law, you must take your newly purchased dog to a licensed veterinarian for examination within 10 days of purchase. If a veterinarian determines, within 10 days of purchase, that your dog is clinically ill or has died from an injury sustained or illness likely to have been contracted on or before the date of sale and delivery, you have the following options:(a) Return the dog for a complete refund; (b) Return the dog for a replacement dog of equal value; OR (c) Retain the dog and receive reimbursement for reasonable veterinary fees, not exceeding the purchase price. These options do not apply where a seller, who has provided a health certificate issued by a veterinarian, discloses in writing at the time of sale the health problem for which the buyer later seeks to return the dog.

4.) If, within 30 days of purchase, a licensed veterinarian determines that your dog has a congenital or hereditary defect which adversely affects the animal's health or that your dog died from a congenital or hereditary defect, you have the same options as outlined in Section 3 (above).

5.) Within 2 business days of a veterinarian's certification of your dog's illness, defect or death, you must notify the seller of the name, address and telephone number of the examining veterinarian. Failure to notify the seller within 2 business days will result in forfeiture of rights.

6.) Refunds or reimbursements shall be made no later than 14 days after the seller receives the veterinarian certification. Veterinarian certification shall be presented to the seller not later than 5 days after you receive it.

7.) Registerable Dogs - If the seller does not provide within 120 days all documentation to effect registration, you may exercise one of the following options:(a) Return the dog and receive a full refund of the purchase price; OR (b) Retain the dog and receive a 50% refund of the purchase price.

8.) If registerable, the seller shall provide at the time of sale: the breeder's name and address, the name and registration number of the dam and sire, and the name and address of the pedigree registry organization where the dam and sire are registered.

Puppy Buyer Signature(s): \_\_\_\_\_

I acknowledge my rights and have been provided by Thelma's Bullys all the documentation outlined in the PA Dog Purchase Protection Act.