

LKB northwest LLC
BILL OF SALE / SALES CONTRACT

THIS AGREEMENT made on _____, 2023 by and between:

Buyer (LEGAL NAME):

ADDRESS:

CITY AND STATE:

ZIP:

EMAIL:

PHONE:

AND

Breeder: **LKB NORTHWEST LLC**
P.O. Box 40071 Eugene, Oregon 97404
541-510-5989
LK.Kennel@yahoo.com

-----**SECTIONS 1 AND 2 TO BE FILLED OUT BY THE BREEDER**-----

1. Sale of Dog

UPON PAYMENT of the sum of \$_____ (deposit of \$500.00 is included in total) paid by Buyer to Breeder (the "Purchase Price"), receipt of which is hereby acknowledged, Breeder grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Bernedoodle Bernese Mini Bernese Poodle Aust. Mt. Doodle

Generation: F1 / F1B / Multigen Size: Standard / Medium / Mini

Color: Tri / Merle Tri / Sable / Phantom Sex: Male / Female Training: Yes / No

2. Deposit, Payment of Purchase Price, Fees

Buyer has paid : Reservation Fee (\$500.00) / PIF (\$3,500.00) / Listed Price _____

VIA: Zelle Apple Pay Cash App Cash Date:Paid _____

******As of 10/1/21, Deposits and Paid in Fulls (PIF) are non-refundable******

Balance paid (if applicable) Date: _____ VIA _____ Amount _____

3. Pick of Puppy date.

3.1. Buyer acknowledges and agrees that Buyer shall choose and identify which puppy will become Buyer's Dog before the Dog reaches 6 weeks of age ("Pick of Puppy") when applicable. Full payment is due at choosing or immediately on puppies openly available

4. Forfeiture of Payment and Breeder's Right to Sell

4.1. Buyer acknowledges and agrees that Buyer will forfeit their payment 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 within 7 days of the Pick of Puppy.

4.2. In either event, Buyer agrees and acknowledges that Breeder shall be free to sell the Dog to another party.

4.3. In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Breeder, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

4.4. If any refund is given, it is at the sole discretion of the Breeder, requires a Standard Non-Disparagement Contract before receiving said funds and will be minus the deposit and quarantine period. Refunds are processed and it can take up to 8 weeks to receive a check.

Buyer Signature _____ DATE _____

5. Delivery Costs

5.1. Delivery costs are not included. The Breeder offers flight nanny delivery which will vary in cost.

5.2. The expected delivery/pick up date is _____, 2023, or such other date as the parties may mutually agree.

6. Breeder's Representations and Warranties

6.1. The Dog was bred as a companion animal, and Breeder 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.

6.2. The Dog is in good health and free of communicable diseases (I.E parvo, Distemper) at the time of this sale. **Buyer has 3 days from the delivery/pick up date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. There is no exception to this rule.** 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 void this Warranty, and Buyer will not be entitled to any refund. If Buyer chooses to keep the Dog, Breeder will not replace the Dog and all medical costs and treatments are the sole responsibility of the Buyer. This Warranty does NOT cover coccidia/giardia, malfunctioning/lost microchips, Cherry eye, Entropion, Ectropion, Allergies, undescended testicles, loose knees or

hips, Stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodectic mange, or ear infections. This warranty covers only the original Buyer.

6.3. Buyer is responsible for all medical costs of the Dog. No refunds will be given.

6.4. Breeder will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization.

6.5. To ensure that Buyer does not euthanize the Dog, Buyer agrees that Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal rescue, animal testing facility, research facility, animal shelter or an agent for any such business or facility. Breeder will always and for any reason take the Dog back at any time during the Dog's lifetime.

6.6. WITH YOUR SIGNATURE BELOW, YOU ARE AGREEING THAT UNDER THIS LEGAL BINDING CONTRACT THAT YOU ARE REQUIRED TO RETURN SAID DOG TO BREEDER IF YOU ARE NO LONG ABLE TO TAKE CARE OF THE DOG AT ANY POINT IN ITS LIFE FOR ANY REASON. THE BUYER WILL INCUR A \$5000 FEE FOR ANY DOG THAT IS SURRENDERED WITHOUT WRITTEN CONSENT OF THE BREEDER.

Buyer Signature _____ DATE _____

7. Buyer's Representations and Warranties

7.1. The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

7.2. Buyer agrees to keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer agrees that Buyer will not keep the Dog chained or tethered or permanently confined in a kennel.

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

7.4. Buyer is not acting as an agent for any other person or business in the purchase of the Dog.

7.5. Buyer agrees that they have thoroughly researched the Dog's breed and its grooming/training requirements. SIGNING BELOW MEANS YOU HAVE RESEARCHED SAID DOGS GROOMING NEEDS EXTENSIVELY AND AGREE TO BRUSH DAILY WITH THE APPROPRIATE TOOLS AND TAKE SAID PUPPY TO THE GROOMER MONTHLY UNTIL AFTER A YEAR OF AGE.

7.6. Buyer agrees that Breeder has not released breeding rights, and Buyer shall not attempt to breed the Dog.

Buyer Signature _____ DATE _____

8. Alter Agreement

8.1. **Buyer agrees to alter (via vasectomy or traditional neuter/spay) the Dog by 12 months of age but not prior to 8 months of age. Buyer agrees to send verifiable proof that the procedure has been done by 12 months of age to Breeder. If the Dog is not altered by 12 months of age, Buyer shall pay a breach of contract fine of \$5,000 and such fine shall be paid in full within 30 days of said dogs 12 month of age AND ANY PUPPIES PRODUCED BY AN UNAUTHORIZED BREEDING WILL BE CONFISCATED AND RETURNED TO ORIGINATING BREEDER.**

Buyer Signature _____ DATE _____

9. Miscellaneous

9.1. **Applicable Law.** The existence, validity and construction of this Agreement shall be subject to and governed by the laws of the State of Oregon, without regard to its conflict of laws principles. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Lane County, Oregon.

9.2. **Severability.** Any term or provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other term or provision herein, and such remaining terms and provisions shall continue in full force and effect.

9.3. **Entire Agreement.** This Agreement is the sole agreement between the parties. Breeder and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

9.4. **Attorneys' Fees.** In the event that Buyer or Breeder shall bring any action at law or in equity to enforce any covenant, condition, or other term of this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses, including without limitation reasonable attorneys' fees, incurred by such party in connection with such action.

9.5. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience of reference only and shall in no way be held or deemed to be a part of or affect the interpretation of this Agreement.

9.6. **By signing below, you are certifying that you have read and agree to the terms listed above. The signing parties agree that negative reviews or "bashing" posts made publicly on social media sites or the internet in general by either party is considered slanderous and are subject to legal action. The parties agree to pay the sum total of \$2500 to the other party for any slanderous or libel reviews or comments made publicly or on any social media platform regarding the other party.**

Buyer Signature:

Name: _____

Date: _____