

# BILL OF SALE

The laws of the Commonwealth of VIRGINIA shall govern this BILL OF SALE.

Purchaser: \_\_\_\_\_ Tel: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

Seller: **Waller's Freedom Kennels** Tel: **276-620-1678**

Seller's Address: **439 Berea Road Wytheville, Virginia 24382**

The following dog, on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ has been sold to the person or persons listed above as purchaser and is free of any liens or encumbrances as a result of stud fee, veterinary fee, etc. except as stated below in "Additional Terms".

Breed of Dog: **American Bulldog**

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

Name of Sire: \_\_\_\_\_ Sire's Reg. No. : \_\_\_\_\_

Name of Dam: \_\_\_\_\_ Dam's Reg. No. : \_\_\_\_\_

The consideration for this sale is the sum of \$ \_\_\_\_\_, (shipping not included) plus the conditions to be performed by the purchaser as hereinafter set forth.

### Additional Terms:

Limited Registration Included

### Health Guarantee:

We guarantee the puppy sold is in good physical health on this day of purchase. All the necessary age appropriate shots and dewormings have been done. We do offer a replacement on the puppies up to one year of age. This is only against congenital defects. We will replace the puppy with another of the same sex, similar color, and quality. This will also be at our first opportunity. This guarantee is a puppy only guarantee, this means **NO CASH REFUNDS**.

Seller warrants, to the best of his/her ability, that said puppy is sound and free from disease. The buyer has the option to take puppy within 48 hours of purchase, at their own expense, to a veterinarian of their choice. If puppy is found not to be in good health, the buyer will return the puppy to the seller immediately, and the seller will replace the puppy with a puppy of equal value from the next available litter at the seller's sole discretion. The adverse health report must be in writing and signed by a licensed veterinarian. Seller has the right to have puppy examined by veterinarian of their choice to validate this claim before a replacement puppy is given. Should the buyer refuse to return the puppy in question, the breeder will be released from the constraints of the medical claim.

Puppy is guaranteed until one year of age against congenital defects which would cause death or the need to be humanely destroyed. In such an unlikely case, a written veterinarian report, with autopsy if necessary, must be submitted in writing and signed by a licensed veterinarian. Seller has the right to have this claim examined and verified by veterinarian of their choice before a replacement puppy is given. The puppy will be replaced with a puppy of equal value from the next available litter at the seller's sole discretion.

Buyer agrees to provide all the necessary routine veterinary care. This includes all vaccinations, routine worm checks, and to record this information. This is in case the puppy has to be returned. This contract will be void if buyer fails to provide vet care, if puppy is sold, bred, transferred, or injured by accident or neglect. The buyer assumes any further medical and legal costs involved in caring for the puppy and enforcement of this contract. This guarantee does not cover any common puppy ailments such as worms, vitamin deficiencies, any viral or bacterial diseases, etc.

In order to receive the one year guarantee against dysplasia the following must be performed:

All of our dogs/puppies are supplemented daily with NuVet Plus. We require all puppies purchased from Waller's Freedom Kennels to be continued on daily supplementation of NuVet Plus at least until 1 year of age. Purchasing instructions can be found on our website and will also be included in your "Puppy Folder" when you take possession of your puppy. In order to validate the guarantee you will need to provide proof of purchase of this canine supplement, so hang on to your receipts.

### We absolutely will not guarantee any puppy unless it is kept on NuVet Plus.

In the unlikely event your pup develops severe hip dysplasia and the requirements have been met, you may choose a replacement pup (of equal quality), buyer pays shipping, from our next available litter, paying the difference in price if you desire a more expensive puppy.

All genetic testing and x-rays are to be completed or an evaluation performed. If the dog is found to have hip dysplasia, the dog will be replaced upon written verification from OFA or Penn HIP and the x-rays **MUST** be sent to us along with the tattooed identification number of the dog and the x-rays (these must match). X-rays then will be sent ASAP to our veterinarian to confirm the diagnosis. The dog must come back with higher than the median score with Degenerative Joint Disease for a replacement puppy of equal value from the first available litter. The owner has three options: putting the animal down, keeping the dog and spaying/neutering, or returning the dog

for the first available puppy of the same sex and quality. All shipping on returns will be at the current owners expense and proof of euthanasia and spay/neuter is required for a replacement.

This guarantee is non-transferable. There must be no signs of abuse or neglect. No replacement will be given if the female has been bred. No replacement shall be given if breeds that are prone to hip dysplasia are over exercised or overweight. Running with or jumping dogs that are still in their growth period voids all health guarantees. Seller is not responsible for any veterinarian expenses accumulated on returned or replaced puppies.

**Conditions of Sale:**

1. The buyer agrees to take the puppy to a qualified and licensed veterinarian within two (2) business days of possession of puppy.
2. Under no circumstances will this puppy be sold, leased, or given to any pet shop, research laboratory, or similar facility to include a dog pound. Buyer agrees to notify seller should this puppy ever be in need of a new home prior to relocating said puppy/dog. Seller will either assist in placing said puppy in a new home or reclaim the animal at the expense of the buyer.
3. The buyer will also send to Waller’s Freedom Kennels a minimum of one photo of their puppy/dog annually via email or postal mail.
4. Buyer shall use the kennel name prefix **WFK** when exhibiting or registering the puppy/dog.
5. Both buyer and seller acknowledge that no representations, verbal or implied, have been made with regard to said American Bulldog’s future abilities.
6. Puppy will be shipped (at 8 weeks of age) at buyer’s expense, to most major cities. In some cases, Seller is willing to meet part way to deliver puppy to buyer (additional fees will be incurred with this option). Buyer also has the option of picking up the puppy in person. Puppy will not be shipped, delivered, or picked up until all fees (i.e.: purchase price, shipping fees, and/or delivery fees) have been received from buyer.

**NOTICE:** Dogs, when introduced into new surroundings are inclined to exhibit shyness and inactivity. In some instances, they may refuse food to which they may or may not be accustomed. After becoming adapted to the new environment, they readily will accept you as their new master and the food you offer. Your care and attention will aid in overcoming the shyness to its new home.

This agreement is made for our mutual benefit to protect the purchaser, the seller, and the dog. This is a legal and binding contract and seller will exercise their right to legal representation at the cost of the buyer should a breach of contract occur.

Signed in duplicate:

\* Without Prejudice, UCC 1-207, Purchaser

\* Without Prejudice, UCC 1-207, Seller

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

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

\* Without Prejudice, UCC 1-207

My use of "Without Prejudice, UCC 1-207" in connection with my signature on this document indicates to all concerned that I have exercised the remedy provided for me in the Uniform Commercial Code at Section 1-207, whereby I might reserve my common law right not to be bound or compelled to perform under any contract or commercial agreement that I have not entered into knowingly, voluntarily and intentionally.

This reservation also serves notice upon all administrative agencies of corporate government (federal, state, and local) that I have not accepted, and will not accept, the liability associated with a compelled benefit of any unrevealed contract or commercial agreement.

Without Prejudice, UCC 1-207