



Tammi and Michael Baker
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BILL OF SALE AND GUARANTEE

Buyer Name: _____

Buyer Address: _____

Buyer Phone Number: _____

Buyer Email: _____

Color: _____

DOB: _____

Gender: _____

Date Sold: _____

Sire: _____

Dam: _____

Price of puppy: _____

Non-refundable Deposit of: _____

Balance Owed: _____

Balance to be paid on or before: _____

1. Buyer is to have said puppy paid in full by the agreed date of _____. If above said puppy is not paid in full by the agreed upon date there will be a daily late fee charge of \$7 for up to 30 days. If puppy is still not paid in full within 30 days of the agreed upon date (including late fees), buyer forfeits any money already given. If a new agreement is agreed upon, written notice will be given in form of email or a signed letter. If any money is refunded, it will be at the discretion of the seller.

2. Though I do sell to breeders, all puppies are sold as pet quality, there are no guarantees, expressed or implied, as to adult size of puppy, show potential, temperament, or breeding soundness. Breeders: If any physical condition is found by the breeder in a vet exam before the puppy is sent to the buyer, buyer understands they have the right to accept the puppy or place the deposit on a future litter. By signing this agreement the buyer understands that there aren't any current guarantees/warranties that the dog will be breeding material. All puppies are pets first and are used for breeding second. The seller will keep the buyer aware of any new developments concerning their puppy.
1. The puppy has been wormed prior to sale and has had their vaccinations. Records of vaccinations will be sent with the puppy. This puppy has no known physical/congenital defects. We do not sell puppies that are sick, injured, or suffer from any known genetic defects.
2. Buyer is to arrange a puppy check up by a qualified vet within 3 business days of receiving puppy (not including Sundays or Holidays). During this initial exam, should your veterinarian detect any life threatening genetic defect, you must return this puppy to Tammi Baker within 3 days of the exam with the veterinary report of the diagnosis. The buyer is responsible for returning the puppy and all papers (registration, pet guarantee, and shot records) to Tammi Baker in Elgin, OK. In case of death of puppy before the initial exam, the buyer must submit a veterinarian necropsy report as to the cause of death, which must be entirely due to a congenital defect. Breeder shall be notified immediately in the event that the puppy has an illness, or does not eat well before the initial vet exam. Failure to have the initial exam done within 3 days or to notify breeder of illness or poor eating before initial vet exam will **void** this warranty. Breeder shall not reimburse any veterinary expense or other expenses incurred by the buyer at any time. Not covered: internal or external parasites, hernia, un-descended testicles, under or overbite, ears not standing up, injury, allergies, heat exhaustion, luxating patellas or collapsing traches as these can be caused by injury or hypoglycemia, which is preventable with good care and feeding.
3. If your puppy is diagnosed with a life threatening congenital defect making him/her unsuitable as a pet before one year from date of birth, it will be replaced with another puppy. If your puppy is found to have any life threatening defect you must notify us immediately and supply us, within 2 days of diagnosis, with your veterinarian's written report. We reserve the right to have the diagnosis verified by another veterinarian of our choice and/or require the buyer to have specific tests run on the puppy to verify the diagnosis before exchange. When the puppy is replaced it will be replaced with one of equal value as soon as available, after the original puppy and all papers have been returned to the breeder in Elgin, Oklahoma. Buyer is responsible for all transportation of original puppy and replacement puppy. Puppy must not be euthanized without prior written approval from the breeder or the guarantee is **void**. Buyer understands that the following slight defects are not considered life threatening and therefore are not covered: hernias, un-descended testicles, under or overbites. Luxating patellas and collapsing trachea can be caused by injury and are not covered. Buyer understands that the replacement option is only valid when health problems are life threatening and are solely due to a hereditary

problem and are not due to accident or injury. In case of death, a necropsy will be required to determine if death is due to a genetic problem in order to have the puppy replaced.

4. Although the puppy has been vaccinated, kennel cough and other communicable diseases are not covered due to the unpredictable nature of these diseases. Failure to follow the veterinarians recommended medical advice and/or treatment will **void** this warranty.
5. This guarantee applies only to the "*original owner*" of the puppy.
6. All agreements and terms of sale are in writing and no verbal agreements will be made.
7. **No monies will be refunded.** This guarantee is only for a replacement puppy of equal value. Please note that deposits are NON-REFUNDABLE. They are transferable if the puppy that is reserved is still less than 8 (eight) weeks old. If they are over 8 weeks of age, the deposit will be forfeited. If they are less than 8 weeks old, the deposit can be transferred to any other puppy or dog that is available, or can be on hold for a future litter that is available within 1 (one) year from the time the deposit was placed. There will be a minimum of 3 (three) future litters available where you can place your deposit on. Color, size, or any other physical qualities is not guarantee. Parentage could be different. Please take note of what you will be limited to. All puppies in their litters will be available to everyone (the public), and it will be up to the buyer to pick out which puppy they would like to reserve and place their deposit on.
8. Again, all sales are final and there are NO refunds will be given due to buyer changing his or her mind about purchasing the puppy. Buyer understands that the deposit and all money given are non-refundable. If any money is given back it is under the discretion of the seller.

Buyer Agrees:

1. Should buyer be unable to care for the puppy during its lifetime for any reason what so ever, the breeder is to be notified and breeder will have first opportunity to either take back (at 20% of the initial price of the puppy) the puppy or find a suitable home. The purpose of this is to ensure the proper care of the dog.
2. Buyer agrees by signing below to all terms of this contract, and that under no circumstances will payment be stopped on any check, money order, cashier's check or PayPal payments which breeder had accepted for payment. There will be **no** PayPal refunds.
3. This written agreement is a binding contract, and is the only agreement between the buyer and seller. Contract is to be interpreted pursuant to the laws of Comanche County and venue to determine disputes shall be in Lawton, Oklahoma. Any dispute regarding this agreement shall be brought solely to Comanche County located in the Lawton, OK in a non-jury proceeding. All legal issues and/or court action will be filed in Lawton, OK and

should remain between the buyer and the seller within the parameters of the law and in no way should be posted on any social media site by either the buyer or the seller to avoid slander charges. If any posts are taken to social media before any issue is resolved, this guarantee is **null and void**.

Please Note!!!!

After the agreed upon date of final payment, if the seller has to keep the dog in their care, the buyer accepts all responsibility for vet care, emergency care, daily care, etc. All fees will be on the buyer. The seller will try their best insure the puppy/dog is in a safe and secure environment, but accidents do happen. By keeping the dog in question in the seller's care you take full responsibility of accidents and all vet care. If you do not want to take the chance of a situation arising, please make plans to take your dog at the agreed upon date of the final payment or within a week after.

This agreement becomes null and void if the dog in question is sold as a pet only and has been bred!

Buyer: _____
Seller: _____
Date: _____

I reserve the right to cancel any contract at any time.#