

**TERMS AND CONDITIONS**  
**(WHICH CONSTITUTE PART OF THE BILL OF SALE/SALE CONTRACT FOR DOG)**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION**  
**PROVISION**

**1. Deposit, Payment of Purchase Price, Fees**

Buyer has paid a deposit of \$\_\_\_\_\_, with payment of the balance of \$\_\_\_\_\_ due upon release of the Dog to Buyer. The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree.

Payment of the balance may be made by cash, cashier's check, money order, PayPal (Friends & Family ONLY).

**MARK ONE:**

☐ Cash ☐ Credit Card ☐ Invoice

Buyer acknowledges and agrees that Buyer will forfeit the deposit 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 at delivery.

If either of the two (2) aforesaid events occur, Seller shall be free to sell the Puppy/Dog to another party.

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

**2. Transfer of Ownership and Registration**

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

**3. Seller's Representations and Warranties, including Health Guarantee**

Seller represents and warrants to Buyer that:

- (a) Seller is the true and legal owner of the Dog and that Seller has full legal rights and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog or "hybrid" offspring of the purebred sire and purebred dam set out on page 1 of this Agreement. Notwithstanding, Seller makes no guarantees or warranties that the Dog will be of any certain size or color or coat quality as breeding is not genetically exact. Buyer agrees to rely upon its own research regarding qualities and size of the breed and or hybrid and acknowledges that the Seller makes no guarantees other than those specifically listed in the Sale Contract.

(d) The Dog is in good health, and free of communicable diseases at the time of this sale and Seller has conducted a veterinarian health check prior to delivery of the Dog and has followed vaccination and deworming protocols as outlined by the Seller's veterinarian. Notwithstanding any statutory, ordinance or legal provisions to the contrary, Buyer has two (2) business days (48 hours) from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. Buyer agrees to not subject the Dog to a SNAP Parvo test and acknowledges that a SNAP Parvo test is inaccurate and unreliable as an indicator of Parvo.

(e) If the Dog fails the health examination, Buyer must notify Seller within five (5) business days of the examination by providing written evidence from the veterinarian that conducted the examination clearly describing the condition. Under these circumstances, Buyer's sole option is to return the Dog to the Seller, and it will be exchanged for Dog of equal value from available puppies, or from the next available litter. Seller will not accept any return of Dog for a monetary refund for any reason—no exceptions. Notwithstanding the foregoing, Seller in her/his sole discretion may offer the Buyer another option outside the provisions of this Sale Contract to resolve any dispute between the Parties related to the health of the Dog. Failure by Buyer to have the Dog examined within the 2 business day (48 hour) period will nullify this health warranty. If Buyer chooses to keep the Dog, this health guarantee will be null and void, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. Buyer shall be responsible for any and all transportation costs associated with the return of the Dog to Seller.

(f) In the unlikely event of the death of the Dog in the first two (2) business days following delivery, and Buyer seeks an exchange for a different Dog as provided herein, a necropsy report prepared and signed by a licensed veterinarian stating that the cause of death was due to a defect covered by this guarantee is required to be delivered to Seller within five (5) business days of death.

(g) Buyer is responsible for all medical costs associated with the Puppy/Dog upon delivery and acceptance. This health guarantee does **NOT** cover: hypoglycemia, cherry eye, ectropion, allergies, undescended testicles, loose knees or hips, stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodetic mange, kennel cough or coccidia. Once Buyer takes possession of the Dog, Buyer is responsible for the Dog's environment, exposure to injury and health, including all costs associated with the same. Seller has provided Buyer with *New Dog/Puppy Care Instructions*, attached as Exhibit A. Seller will **NOT** replace a Dog due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that she/he has thoroughly researched the breed of the Dog purchased, and understands the many health issues that the breed being purchased can possess. This health guarantee covers only the original Buyer and is not transferable.

(h) Seller guarantees that the Dog shall be free of congenital defects or any hereditary condition, which adversely affects your Dog's health for the period of one (1) year from date of purchase. If within one (1) year of date of purchase from Seller, the Dog is found and certified by two (2) duly licensed doctors of veterinary medicine (DVM) of Buyer's choosing to have a congenital or hereditary condition which adversely affects the health of the Dog, and if Seller is notified within five (5) business days of the veterinarian's determination, Seller will provide Buyer with a replacement puppy of equivalent value. All laboratory verification must be done by a licensed DVM.

(i) To ensure that Buyer does not euthanize the Dog, or take it to an animal shelter, Seller agrees to accept return of the Dog at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless Seller at her/his sole option elects to do so.

(j) Seller will not honor any diagnosis from an HSVMA (Humane Society Veterinary Medical Association) veterinarian or any veterinarian associated with Banfield Veterinarian Services.

#### **4. Fitness of Purpose**

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific or particular purpose, including but not limited to obedience trials, show ring performance, and/or breeding purposes.

#### **5. Buyer's Representations**

Buyer represents to Seller that:

(a) Buyer has read and understands completely and agrees to the terms and conditions set forth the attached *New Dog/Puppy Care Instructions*, Exhibit A hereto.

Buyer's acknowledgement: \_\_\_\_\_  
(Signature of Buyer)

(b) Your Dog comes with up to date vaccinations, and Buyer should not have the Dog vaccinated within the first ten (10) days of receiving the Dog in order to avoid over-vaccination.

(c) Buyer will have the Dog spayed or neutered by the age of six (6) months. Registration documents will be delivered to Buyer upon Seller's receipt of verifiable evidence that the Dog has been spayed or neutered. Breeding of the Dog shall terminate any health guarantee made by Seller within this Agreement.

(d) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family unless otherwise agreed to in writing by Seller and Buyer.

(e) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will or unconfined.

(f) Buyer will provide the Dog with nutritious food at regular intervals and in the amount designated in **Exhibit A** and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies) and as further outlined in the attached *New Dog/Puppy Care Instructions*, **Exhibit A** hereto.

(g) Buyer warrants and represents that she/he are not acting as the agent or representative of, or in any way on behalf of, any other person, business, organization or entity in the purchase of the Dog.

(h) Buyer warrants and represents that she/he will not under any circumstances sell, give, transfer or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or any agent or representative of any such business, facility, organization or entity.

(i) In the event Buyer sells or otherwise transfers ownership of the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

(j) Buyer certifies that she/he is not a paid worker, member or volunteer for any animal rights groups such as, but not limited to, the Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA), Society for the Prevention of Cruelty to Animals (SPCA), People for the Ethical Treatment of Animals (PETA), or any such similar organization (on either a national, state or local level).

(k) Temperament issues are not covered by any health guarantee set forth in this Agreement or otherwise, as they can be caused by a number of factors outside the control of the Seller, including without limitation lack of training, discipline, neglect, abuse, or proper socialization.

#### **6. Indemnity and Release**

If any act, omission or failure to act on the part of Buyer shall result in any claim or suit for any kind of loss, damage, injury, death, or liability against Seller, Buyer agrees to hold harmless and fully indemnify, defend Seller against any and all claims. In addition, Buyer shall take financial responsibility and pay all of Seller's costs and expenses, including reasonable legal fees, for any amount paid in settlement and/or for any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or

damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and/or injury, illness or damage to any person.

**7. Binding Arbitration Provision**

This Agreement contains a binding Arbitration Provision:

**BINDING ARBITRATION PROVISION**

ANY DISPUTE OR DISAGREEMENT REGARDING THE TERMS, CONDITIONS, IMPLEMENTATION OR OPERATION OF THIS AGREEMENT WHICH CANNOT BE RESOLVED BY BUYER AND SELLER SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WHICH ARBITRATION SHALL TAKE PLACE IN THE METROPOLITAN DURANT OKLAHOMA AREA. THE ARBITRATION DECISION SHALL BE BINDING ON THE PARTIES, THEIR ATTORNEY, AND THEIR AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES AND THEIR ATTORNEYS EXPRESSLY AND KNOWINGLY ACKNOWLEDGE BUT WAIVE THEIR RIGHTS TO A TRIAL, WHETHER BY JURY OR NON-JURY, IN CONSIDERATION OF THE INCREASED SPEED AND LOWER COSTS TYPICALLY ASSOCIATED WITH ARBITRATION OVER TRIALS, AS WELL AS THE BINDING EFFECT OF THE ARBITRATION DECISION IN THIS MATTER.

**8. Limitation of Action**

Notwithstanding any federal, state or local statutory, ordinance or legal provision to the contrary, Buyer and Seller contractually agree that any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any litigation or arbitration shall take place in the governing State listed above.

**10. Entire Agreement**

This Agreement, **including *New Dog/Puppy Care Instructions*, Exhibit A hereto**, represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied. Any additions, deletions or changes to this Agreement shall be set forth in writing, dated and signed by Buyer and Seller. The only warranties given under this Agreement are those expressly set forth herein. Buyer acknowledges that by signing this **Bill of Sale/Sale Contract**, she/he is entering into a legal and binding contract.

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Signature of Buyer

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Signature of Seller

**Acknowledgement of Receipt**

By signing this document below, the Buyer agrees that she/he understands this Agreement in its entirety and acknowledges receipt of the Dog into their possession.

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Signature of Buyer

## Credit Card Authorization Form for Deposits or Payments

Please fill in the information and sign below.

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

Phone Number: \_\_\_\_\_

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

Credit Card Type (Check one): \_\_\_ Mastercard \_\_\_ Visa \_\_\_ Discover \_\_\_ American Express

Security Code: \_\_\_\_\_

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

Credit Card Holder's Name (PRINT): \_\_\_\_\_  
(Exactly as it appears on the credit card)

TOTAL FOR DEPOSIT: \$ \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I authorize, Rocking RK Cocker to initiate a onetime charge to the credit card indicated above for a deposit to place a HOLD on a puppy. With this I understand this is a **NON REFUNDABLE** payment and one placed I will not be able to receive any refunds back unless otherwise stated by Rocking RK Cocker.

Card Holder Signature: \_\_\_\_\_



# EXHIBIT A

## *New Dog/Puppy Care Instructions*

### MUST READ!

Congratulations on your new dog/puppy! We hope to help make your experience a positive one for you and your family. New puppies, especially the Miniature and Toy Breeds, need specific care guidelines in the first weeks and months in their new environment. Your puppy will need to transition from his current home to his new home, and it is very important for your puppy's health that you read and follow our guidelines closely. Puppies can be fragile and your attention to the following will make your puppy's experience and your experience a better one.

1. Transport your new puppy home in a pet transport crate. This crate will also serve as the puppy's kennel for the first few months to make them feel safe and secure. Providing your puppy or dog with an indoor kennel crate can satisfy their instinctive need for a den-like enclosure. Besides being an effective housebreaking tool (because it takes advantage of the dog's natural reluctance to soil its sleeping place), it can also help reduce separation anxiety, prevent destructive behavior (such as chewing furniture), keep a puppy away from potentially dangerous household items (i.e., poisons, electrical wires, etc.), and serve as a mobile indoor dog house which can be moved from room to room whenever necessary. We encourage you to learn about the benefits of crate training your new puppy.
2. Wait a day or two before introducing your new puppy to existing pets, and avoid excessive and rigorous play, and unsupervised contact with young children during that period.
  - New puppies need a lot of quiet time to rest. Too much playtime can stress the puppy. Put the puppy in its crate and leave it alone for regular naps. Remember everything is NEW for the puppy and the puppy needs time to acclimate to its new home.
3. **The most important thing is to make sure that your new puppy eats and drinks.** We recommend feeding the food we send home with you to transition your new puppy into their new home and atmosphere. **Make sure to follow the specific feeding instructions outlined below.** Changing food abruptly can cause digestive problems.
4. **Make sure that your puppy is eating!** IF your puppy is lethargic and is not interested in eating or drinking, **SEEK HELP IMMEDIATELY-CALL YOUR VETERINARIAN!**

5. Do not give your puppy bones, table scraps, milk, or treats. Any change in diet will upset the puppy's stomach.
6. Keep your new puppy inside and warm in the winter, and cool and shaded in the summer.
7. **COCCIDIOSIS** – or Coccidia in dogs, is a parasite which can be commonly found in puppies. Coccidia can become a problem during stressful periods such as transport, relocation, and entrance to a new environment. Some of the first signs of this problem is a bloody or loose stool, or diarrhea, lethargy, and not eating or drinking. If you notice these systems, take your puppy to your regular vet for evaluation and treatment immediately. Coccidia can be easily treated if you are alert and seek veterinarian help early on.
8. **Your Veterinarian is your best resource for information and solving most puppy problems or concerns. We want to make sure your puppy experience is a positive one, be sure to call your vet sooner rather than later with any questions or concerns you may have.**
9. **Feeding and Special Instructions (per Breeder).**

