

Contract and Bill of Sale

Date of Contract and Bill of Sale _____

Price _____

1. THE DOG

Registered name _____

Dog's call name _____

Breed _____

Sex Male Female

Date of birth _____

Neutered/spayed Yes No To be, as per paragraph 8.6

Coat color _____

Registry AKC Other _____

Registration Full Limited None

Litter reg. # _____, or
Dog's reg. # _____

Registration Certificate or Application Form given to Buyer(s): Yes No

Reason if withheld _____

Sire _____

Registration # _____

Dam _____

Registration # _____

2. THE SELLER(S)

Name _____

Kennel name _____

Street _____

City _____ State _____ Zip _____

Telephone _____ Alternate _____

E-mail _____

The Seller warrants that the Seller is the sole owner of the dog / _____% owner with _____
(specify Co-owner)

Unless the Co-owner signs at the bottom of this Contract, the Seller is transferring only the Co-ownership to the Buyer.

3. THE BUYER(S)

Name _____

Kennel name _____

Street _____

City _____ State _____ Zip _____

Telephone _____ Alternate _____

E-mail _____

The Buyer warrants that the Buyer will be the sole owner of the Dog / _____% owner with _____
(specify Co-owner)

The Co-owner must sign at the bottom of this Contract.

4. CO-OWNERSHIP OF BUYER WITH SELLER

There will / will not be a Co-ownership of the Dog with Buyer and Seller. The terms of the Co-ownership agreement will be documented in Addendum A. If no Co-ownership Addendum is attached, there is no Co-ownership agreement and the Dog will be registered in the Buyer's name only.

Seller's initials: ____/____ Buyer's initials: ____/____

5. BREEDING OF THE DOG

Seller does / does not retain breeding rights. Breeding rights will be documented in Addendum B. If no Breeding Addendum is attached, the Seller does not retain any breeding rights.

Seller's initials: ____/____ Buyer's initials: ____/____

6. CONFORMATION SHOWING OF THE DOG

The Buyer intends to show / does not intend to show the Dog in conformation competition. The Seller does / does not expect the Dog to be shown in conformation competition or other competition
(specify) _____

Attach Addendum C if sold as a conformation show prospect.

It is understood that Seller cannot enforce any showing requirements or impose limitations or extra expense on the Buyer. The Addendum expresses the parties' intent.

Seller's initials: ____/____ Buyer's initials: ____/____

Contract and Bill of Sale—continued**7. WARRANTIES**

- 7.1. At the option of the Buyer / requirement of the Seller, the Buyer may/must take the Dog to a licensed veterinarian for a thorough exam, the necessary shots, and medication within _____ days from the time of purchase.

Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even if the visit is optional.

Provided that the Dog is returned to the Seller within _____ days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund will be given to the Buyer within _____ days of return.

- 7.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will be provided / not provided to the Seller at the time of sale. The Dog is registerable unless the form is withheld as indicated in section 1 above.
- 7.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

8. TREATMENT OF THE DOG

- 8.1. Regardless of any provisions in this Contract and its Addenda, this Dog is to be kept as a house pet only. Extensive time in outside areas, garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters. The Dog will not be used as an attack dog or a guard dog for people, animals, or property.
- 8.2. It is highly recommended that a professional trainer be consulted to train the Dog and Buyer in the proper handling of the Dog. Within _____ days, Buyer is required / not required to complete a Dog training class. Buyer will provide / not provide a certificate of completion to the Seller.
- 8.3. This Dog is to be trimmed at least every six to eight weeks. It is understood by the Buyer that this Dog requires regular bathing and brushing.
- 8.4. This Dog is never to run off-lead except in a safely enclosed area.
- 8.5. The Dog is / is not microchipped
Registry _____
Registration # _____
The Dog is / is not tattooed.

Tattoo location _____
Tattoo mark _____

Within _____ days of this Contract, the Buyer shall / shall not be required to provide permanent identification of the Dog with microchip / tattoo, registered in the name of the Buyer / Seller / both.

Buyer will provide / not provide proof to the Seller.

- 8.6. At the option of the Buyer / requirement of the Seller, the Buyer may/must have the Dog neutered/spayed no later than _____ days from the date of this Contract.

Buyer will provide / not provide proof to the Seller within _____ days of alteration.

- 8.7. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.
- 8.8. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.
- 8.9. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. This Dog may never be sold or given away to any individual, company, research facility, or group except to the Seller / the Kerry Blue Terrier Foundation / a Kerry club / _____ (specify name).
(Check all that apply.)

When ownership is transferred, the purchase price is forfeited and the Dog's registration certificate is signed over to the new owner of the Dog. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$_____ in damages, payable upon demand to the Seller.

- 8.10. All charges relative to the shipping or delivery charges of this Dog to the Buyer are to be assumed by the Buyer / Seller / split evenly (check one).

Seller will deliver / Buyer will pick up /
 Buyer will send representative
_____ (specify name).

If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

Contract and Bill of Sale—continued

9. ADDENDA

This Contract has the following Addenda which are part of the Contract:

- A. Co-ownership Agreement of Buyer and Seller
- B. Breeding Agreement
- C. Conformation Showing Agreement
- D. _____
- E. _____

10. CONFLICT RESOLUTION

10.1. Mediation. Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 10.2 is initialed.

10.2. Arbitration. If initialed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State stated in section 13. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State’s civil code.

Seller’s initials ____/____
Buyer’s initials ____/____

10.3. With the exception stated in paragraph 10.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

11–18 GENERAL CONTRACT TERMS

- 11.** All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.
- 12.** Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).
- 13.** This Contract shall be governed by and construed in accordance with the internal laws of the State of _____ and without reference to any rules of construction regarding the party responsible for drafting this Contract.
- 14.** The Dog shall reside at the address stated in section 3 above. Any changes in the Buyer’s or Seller’s address must be relayed to the other party within _____ days of the change.
- 15.** The singular form of Buyer and Seller includes the plural.
- 16.** In the event the laws of the state noted in section 13 require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.
- 17.** No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.
- 18.** If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

SIGNATURES

Buyer _____ Date _____
 Buyer _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____

Contract and Bill of Sale—continued

ADDENDUM A

Co-ownership Agreement of Buyer and Seller

This Addendum is a part of the Contract and Bill of Sale dated _____ between Seller(s) _____ and Buyer(s) _____ regarding _____ (specify dog's name).

- A1.** The Dog will not be bred without the Seller's consent in each instance.
 - A2.** The Seller's name / Buyer's name shall be the first on the registration papers of this Dog. The Seller / Buyer shall be responsible for registering this Dog, with full cooperation of the other party.
 - A3.** The Seller will relinquish Co-ownership of the Dog upon the occurrence of any one of the following events (check at least one):
 - upon the Dog reaching _____ years of age
 - upon the Dog obtaining its AKC conformation championship
 - after the Dog's _____ litter (specify number)
 - at the Seller's discretion
 - at the Buyer's discretion
 - upon the death of the Dog
 - _____
 - _____
 - A4.** When any event marked in paragraph A3 occurs, the Seller will execute all paperwork necessary to register the Dog in the sole name of the Buyer in a timely fashion.
 - A5.** If the Seller withholds the release of Co-ownership, the Seller is liable for punitive damages of \$ _____ per day / the sum of \$ _____.
- Seller's initials _____ / _____
 Buyer's initials _____ / _____

SIGNATURES

Buyer _____ Date _____
Buyer _____ Date _____
Seller _____ Date _____
Seller _____ Date _____

ADDENDUM B

Breeding Agreement

This Addendum is a part of the Contract and Bill of Sale dated _____ between Seller(s) _____ and Buyer(s) _____ regarding _____ (specify dog's name).

- B1.** If the Seller wishes to breed the Dog, the Seller shall lease the Dog at the time of the breeding at no cost to the Buyer.
- B2.** If the Buyer wishes to breed the Dog, the breeding cannot be done without written permission of the Seller and all owners of the Dam and Sire.
- B3.** If the Dog is bred without the Seller's written permission, either by mistake or design, the Buyer shall pay upon demand the sum of \$ _____ in damages to the Seller. It is understood that this provision is to protect the integrity of the Seller's Dog bloodlines.
- B4.** The kennel name of the Seller / Buyer shall be used for the litter.
- B5.** All breeding expenses will be split as follows between the Seller and the Buyer: _____% Seller and _____% Buyer, or _____ (specify).
- B6.** The proceeds from the sale of the puppies will be split as follows between the Seller and the Buyer: _____% Seller and _____% Buyer, or _____ (specify).
- B7.** This Breeding Addendum will automatically terminate upon the occurrence of any one of the following events (check at least one):
 - upon the Dog reaching _____ years of age
 - after the Dog's _____ litter (specify number)
 - when the Dog has produced _____ live puppies (specify number)
 - at Seller's discretion
 - at Buyer's discretion
 - upon the opinion of a licensed veterinarian that it is in the Dog's best interest that it not be bred
 - _____

SIGNATURES

Buyer _____ Date _____
Buyer _____ Date _____
Seller _____ Date _____
Seller _____ Date _____

ADDENDUM C

Conformation Showing Agreement

This Addendum is a part of the Contract and Bill of Sale dated _____ between Seller(s) _____ and Buyer(s) _____ regarding _____ (specify dog's name).

- C1.** All showing will be done under the rules of the AKC.
- C2.** Show prospects are Dogs which require special responsibilities for the Buyer and Seller in addition to the requirements set out in the main portion of this Contract. Show prospect animals must be registered with the AKC and be free from all disqualifying faults for this particular breed.
- C3.** This Dog is in no way guaranteed to win in the show ring. However, with proper care on the part of the Buyer, in due time, the Dog should be of acceptable temperament and structure, and should embody the basic standards of the breed.
- C4.** Buyer acknowledges that he/she has the knowledge and understanding of the requirements and special care necessary for a Dog to be shown.
- C5.** Seller warrants that the Dog is free from any AKC disqualifying faults and major faults as stated in the breed standard at the time of the sale and warrants / does not warrant that the Dog is free of such faults for _____ months after the sale.

If the Dog develops any AKC disqualifying faults or major faults as stated in the breed standard, during the warranty period, the Buyer has two options:

- 1.** If the Dog is returned to the Seller, the Seller will provide a full refund / amount of \$_____.
- 2.** If the Dog is not returned to the Seller, the Seller will provide a refund in the amount of \$_____.

- C6.** If the Buyer and Seller disagree as to the merits of this Dog, it is agreed both parties will abide by the opinion of a mutually acceptable third party, such as an AKC judge licensed to judge the breed, on the show merits of the Dog.
- C7.** This Conformation Showing Agreement will automatically terminate upon the occurrence of any one of the following events (check at least one):
 - upon the Dog reaching _____ years of age
 - upon the Dog obtaining its AKC conformation championship
 - after the Dog's _____ litter (specify number)
 - at the Seller's discretion
 - at the Buyer's discretion
 - upon the opinion of an AKC judge licensed to judge the breed that the Dog is not of show quality
 - upon the opinion of a mutually acceptable handler that the Dog is not of show quality
 - _____
 - _____

SIGNATURES

Buyer _____ Date _____
 Buyer _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____

