



Bhakti's Bernedoodles
 PO Box 35, Tarkio, Missouri 64491
<https://chefpaulpresents.com/bhaktis-bernedoodles/>
 712 / 204-0974

CONTRACT FOR SALE

THIS Contract for Sale ("Contract") is made this ____ day of _____, 2022 between PBJJ, LLC, a Missouri limited liability company, d/b/a Bhakti's Bernedoodles, (hereinafter Seller"), and ("Buyer") _____

Buyer's Address: _____
 Buyer's Email: _____ Buyer's Phone: _____
 (collectively the "Parties").

Recitals

Seller owns bernedoodle puppies born March 31, 2022 and desires to sell the puppies in accordance with the terms of this Contract to loving, viable, life-long home. The puppies were sired by Willow Glade's Seigfried Stardust Seaman-Jones (AKC# PR22552804) - a Standard Poodle, and the dame is Bhakti Joy Seaman-Jones (AKC# WS68920908) - a Bernese Mountain Dog.

Buyer desire to purchase a puppy from Seller - all in accordance with the terms of this Contract. The bernedoodle puppy ("Puppy") selected by Buyer is:

Name: _____ Gender: _____ Coloring: _____ Collar Color: _____

The Recitals above are integral parts of this Contract to be integrated in the construction of this Contract.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the above premises, the Parties hereby agree as follows:

Puppy Purchase

1. Bhakti's Bernedoodles are not sold on a trial basis, please be committed for the life of the Puppy.
2. Due to bernedoodles coming in a large range of colors and carrying fading genes we do not guarantee color. We do not guarantee mature size of the Puppy.
3. Price:
 - a. The above-mentioned Puppy is being purchased for \$ _____ \US and must be paid in full by the age of 6 weeks old and/or before pick-up/delivery of the puppy.
 - b. A non-refundable deposit of \$1,000.00 must be paid within 2 hours of the electronic confirmation of agreement upon an available puppy. If the deposit requirements are not met, Puppy will be made available to the next buyer in line.
 - c. Delivery will be by: *(Buyer initial preferred method of delivery)*
 - i. Flight Nanny at the Cost of \$600.00 plus airfare to/from destination; _____
 - ii. Meeting at mutually agreeable location at the Cost of \$0.35/mile; _____
 - iii. Buyer picking up the Puppy at the Seller's location. _____
 - iv. Mutually agreeable puppy delivery service. _____
 - d. All costs of delivery are to be borne by the Buyer and must be paid in advance of delivery.
 - e. If the Buyer requests that the Seller retain the Puppy prior to delivery for a period in excess of

a week, the cost of boarding is \$15.00/day. Boarding charges will begin seven days following the execution of this Contract unless otherwise agreed upon in writing by Buyer and Seller.

- f. Seller accepts the following forms of payment:
 - i. Cash
 - ii. Credit Card (plus a 3.5% processing fee)
 - iii. VENMO to "ChefPaulPresents".
 - iv. Certified Funds (i.e., cashier's checks, money orders)

Health Warranty

- 4. To the best of Seller's knowledge, Puppy is in a healthy and sound condition at the time the Buyer takes full possession. Buyer will be given the Puppy's vaccination and worming record upon pickup/delivery. Buyer must have the Puppy examined within **5 days** after taking full possession of Puppy by a state licensed veterinarian. Proof of the examination and veterinarian's findings must be provided to Seller. Any guarantee herein will be terminated immediately if the Puppy is not examined within the allotted time.
- 5. Seller guarantees Puppy to the original buyer up to one (1) year of age against heredity/genetic diseases. If Puppy is found to have heredity/genetic disease, Puppy must be returned and accompanied with documented proof of diagnosis from a state licensed veterinarian, within seven (7) days of being diagnosed. This guarantee applies only to the original Buyer of the Puppy and not to any subsequent owner of the Puppy.
- 6. If Buyer chooses to keep Puppy with heredity/genetic diseases, Seller is no longer responsible for **ANY** cost concerning Puppy.
- 7. Seller has the right to have Puppy re-examined by a state licensed veterinarian of Seller's choice to verify any diagnosis, but Buyer is not responsible for any medical treatment or testing that Seller chooses to do under any circumstances unless agreed to beforehand in WRITING. Seller is not responsible for any medical treatment or testing that Buyer chooses to do under any circumstances unless agreed to beforehand in WRITING.
- 8. If the Puppy is certified to the Seller's satisfaction to have a hereditary/genetic defect clinically impacting the Puppy's quality of life, the following options will be available to the Buyer:
 - a. Seller will replace with a puppy of equal or lesser value when a litter is available. Seller makes no representations or guarantees concerning whether there will be a subsequent litter available. The Seller is given twelve months to act upon this guarantee. If no litter is available within twelve months, then the second option below shall be selected.
 - b. Seller will reimburse the Buyer up to and not exceeding half of the purchase price of the Puppy - not including shipping costs.
- 9. Buyer guarantees that Buyer will find a reputable state licensed veterinarian to keep Puppy up to date on vaccinations and health issues. Buyer's failure to do so will render this health guarantee null and void.
- 10. This Health Guarantee does not cover: any viral illnesses; infections; improper bites; umbilical hernias; hypoglycemia; Giardia; Coccidiosis; allergies; internal/external parasites; orthopedic injuries (ACL tear, etc.); illness due to ingestion of foreign objects, food, poisons or chemicals;

physical injury or trauma; environmental factors that have negatively impacted the Puppy; if Puppy has been kept at an overweight or underweight condition; if Puppy has been used in agility, running, jumping or over-exercised during their growth period of 36 months; or any treatable condition. All costs are the responsibility of Buyer.

11. The Parvo-vaccine is a prevention vaccination only. Therefore if at any time your Puppy is exposed to and becomes ill from the Parvovirus, Seller is not responsible and will not refund or replace Puppy regardless of the outcome for Puppy. All costs will be the responsibility of the Buyer.
12. Seller does not under any circumstances guarantee your Puppy will not develop dysplasia. Seller will no longer be responsible for Puppy and its activities after the buyer takes possession. Dysplasia is not just a genetic condition, but is also environmental and can be caused by excessive or inappropriate activities.
13. If the Puppy is euthanized or in any way disposed of without a second opinion from the Seller's preferred veterinarian, the Buyer waives all rights to a replacement Puppy or to any financial payment as compensation.
14. Buyer acknowledges that the Puppy has not received a rabies vaccination.

Spay and Neuter

15. Permanent ownership of the Puppy is contingent upon your compliance with the below:
 - a. Seller must receive proof of the spay/neuter of the Puppy within twelve (12) months after Buyer receives the Puppy. In the event that surgery is not done, Seller must be provided with a statement from your veterinarian that the Puppy is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of the Puppy the Buyer will contract the veterinarian and determine the earliest date that the procedure can be performed. Buyer will notify Seller in writing of the amendment to this contract concerning the extension of the twelve month surgical period at which time all other conditions and terms of this contract will apply and be enforced.
 - b. It is the Buyer's responsibility (not the veterinarian's) to notify Seller that the surgery has been performed.
 - c. Failure to comply with this contract unless otherwise agreed to in writing will be considered a breach of the Contract. Buyer may be liable up to \$6,500.00.
 - d. Buyer agrees that failure to comply with this agreement regarding the spay/neuter of the Puppy voids any and all health warranties.
 - e. By Buyer's signature below, Buyer agrees to have the Puppy spayed/neutered by no later than one year after its whelping date/date of birth (which date is _____), and Buyer understand that this spay/neuter agreement is an agreement that the Puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. If a pregnancy occurs whether purposely or accidentally, Buyer agrees to pay the additional cost for a breeding dog which is \$6,500.00. Buyer understands that Seller is a breeder and retains the rights to the genetic material of the Puppy.

Buyer Responsibilities

16. Buyer agrees:

- a. That their Puppy will be properly housed in a climate-appropriate environment, preferably indoors.
- b. The Puppy is a large breed dog which requires room to run and play and will provide same for the Puppy.
- c. The Puppy will be fed only premium quality large breed dog food - preferably organic free of GMO's. The Puppy will be fed large breed puppy food until it is two (2) years of age after which it will be fed large breed adult dog food unless otherwise instructed by a licensed veterinarian.
- d. The Puppy will be maintained at a healthy weight;
- e. To make and keep annual veterinary appointments for the Puppy and to keep all immunizations current;
- f. To postpone strenuous, repetitive exercise until after the Puppy has reached one year of age.
- g. To care for the Puppy in a loving and kind manner, free of abuse.

17. Buyer is encouraged to provide basic obedience training with their Puppy within the first year of owning the Puppy.

18. In no case is the Puppy to be placed in a shelter or euthanized because of a hereditary or genetic disease absent the WRITTEN consent of the Seller.

Shipping

19. Buyer bears all costs of shipping regardless of method of delivery.

Publicity Rights

20. Seller retains the right to use the Puppy's likeness for advertising and other similar purposes.

Rehoming

21. Buyer agrees that if at any time the Buyer wishes to destroy or give away the Puppy, the Buyer will give the Seller every opportunity to help in rehoming the Puppy - which must not be destroyed or relinquished to a pound or shelter.

22. This contract is transferrable in a rehome situation only if the new owner(s) enter into a new contract with Bhakti's Bernedoodles and Bhakti's Bernedoodles approves the transfer.

General Provisions

23. The warranty in this contract is the sole warranty and is given in lieu of any and all other warranties expressed or implied. Buyer's sole remedy is pursuant to the warranty provision of this contract. Seller disclaims and will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption, or veterinary fees unless specifically set forth in this contract.

24. This contract is the entire agreement between Buyer and Seller. No oral statements are binding on either party.

25. If there is any dispute or litigation between the Seller and Buyer, the prevailing party will be entitled

to reasonable attorney's fees and costs.

- 26. This contract is governed by the laws of the State of Missouri. Venue is specific and proper in Atchison County, Missouri.
- 27. By signature below, Buyer agrees to the terms of this Contract and agrees to be bound by the terms herein; has had an opportunity to have the Contract reviewed by an attorney of Buyer's choice; if Buyer executes this Contract without the review of an attorney, then Buyer is waiving the right to do so; Buyer is signing of Buyer's own volition, is not under any undue duress, and is acting out of Buyer's free will.

Buyer:

_____ Signature
 _____ Print Name
 Date: _____

Seller:

PJBJ, LLC d/b/a Bhakti's Bernedoodles

 By: _____, Member/Manager
 Date: _____

For Office Use Only

Delivery Date: _____
 Location: _____

Payments: *(add 3.5% if paying by credit card)*

Deposit: \$1,000.00 Received: _____ via _____
 Flight Nanny: \$600.00 plus Airfare \$ _____ = \$ _____
 Meeting: _____ miles @ \$.35/mile = \$ _____
 Boarding: _____ days @ \$15.00/day = \$ _____
 Balance Due: \$ _____ Received: _____ via _____

Health Records: Date Provided: _____