BILL OF SALE / SALE CONTRACT FOR DOG OR PUPPY (the "AGREEMENT")

THIS AGREEMENT made the _____ day of _____, 20_____ by and between:

BUYER" shall herein be defined as: Address: _____ City, State, Zip: _____ Phone: _____ E-Mail: _____	"Seller" shall herein be defined as: Dream-A-Dream Dachshund INC. 21630 Martin Lane Pflugerville, TX 78660

"PUPPY" shall herein be defined as: _____ *Microchip #* _____
Color: _____*Sex:* _____
Date of Birth: _____

UPON PAYMENT of the sum of $_____ paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following Puppy or Dog (the "Dog") to Buyer:

Date acquired: _____/_____/_____ State of Health: _____

The Buyer and Seller (the "Parties") acknowledge that the attached Terms and Conditions constitute part of this Bill of Sale/Sale Contract for Dog or Puppy, and the Buyer and Seller accept and agree to be comply with and be bound by said attached Terms and Conditions governing the purchase and sale of the Dog or Puppy.

_____ _____
Date Signature of Buyer

_____ _____
Date Signature of Buyer

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

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION

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

The Payment may be made by cash, check, or credit cards

If either of the two (2) aforesaid events occur, Seller shall be free to sell the Puppy/Dog to another party. It is in Seller's sole discretion to allow the modification of the payment provisions of this Contract.

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.

A boarding fee of $45.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

If any portion of the payment for the Puppy/Dog is processed using a bank check or instrument, credit card, PayPal, Venmo or other method of electronic payment, Buyer waives any and all rights to cancel payment, or attempt a chargeback, after delivery of said Puppy/Dog to Buyer. Buyer shall have responsibility for any and all costs associated with this action and Seller's collection attempts. Seller shall have the right to pursue any and all damages available by law in this instance, and Buyer agrees to pay any and all fees including attorney fees associated with Seller's collection of any payment.

2. **Transfer of Ownership**
The buyer understands that the puppy sold is as a pet ONLY with no registration options.

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 a purebred sire and purebred dam. Notwithstanding, Seller makes no guarantees or warrantees 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 pallet, umbilical hernia, dermatitis, demodectic mange, kennel cough, giardia 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.

(h) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Buyer agrees that the Seller must be given first option 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.

(i) 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. Seller makes no representations or guarantees as to the adult size, markings, temperament and hypo-allergenic qualities to Buyer and Buyer acknowledges these representations and purchases the Puppy subject to them.

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. ***PUPPY / Dog*** *must be maintained on* ***Nu-Vet Plus supplements*** *for the entire year of the genetic warranty to ensure proper nutrition. Failure to do so will result in the warranty being null and void*

(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 (CITY, STATE) 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 Texas. Any litigation or arbitration shall take place in the governing State listed above.
(state)
*The legal jurisdiction for this contract is and shall remain in Williamson County in the State of Texas regardless of the last signature and/or subsequent state in which it may have been signed. This contract is legally binding to all parties involved. It applies only to the **BREEDER** and **BUYER** in this transaction and it's non-transferable to other parties*

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.

_____	_____
Date	Signature of Buyer
_____	_____
Date	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.

_____	_____
Date	Signature of Buyer

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 for your specific breed and size of dog, specifically miniature and large breeds.** Changing food abruptly can cause digestive problems.

4. **For TOY and MINIATURE breeds: Make sure that your puppy is eating!**

    - If a toy or miniature breed puppy goes 2-3 hours without eating, you need to call your breeder immediately and work with the breeder to supplement the puppy's feeding.

    - Small breeds and toy breeds are very susceptible to low blood sugar or **hypoglycemia** which can cause death if not immediately and correctly treated.

    - Your breeder is the best resource in dealing with hypoglycemia and can help you stabilize your puppy. It is recommended by some breeders and veterinarians to keep a tube of Nutra-Cal (high calorie nutrition paste), honey, or Fruit Loops cereal on hand.

    - If your puppy is lethargic and is not interested in eating or drinking, **SEEK HELP IMMEDIATELY-CALL YOUR VETERINARIAN! Remember that hypoglycemia is preventable and is not covered by the puppy's health warranty.**

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 breeder is your best resource for information and solving most puppy problems or concerns. We are here to help you and make sure your puppy experience is a positive one. Be sure to call us sooner than later.**

9. **Feeding and Special Instructions:**

PUPPY / Dog *must be maintained on Nu-Vet Plus supplements for the entire year of the genetic warranty to ensure proper nutrition.*

To order call 1-800-474-7044 use order code 15719 or go to

www. nuvetlabs.com/15719

This will track your purchase of the supplement and will be used for validation of the warranty. A small packet of Nu-Vet is provided for your convenience, while waiting for your order to arrive.