



Ashley King (Owner & Breeder)  
989-574-5195  
9325 Seymour Rd Montrose, MI 48457  
Email: [RoyalBerneseMountainDogs@gmail.com](mailto:RoyalBerneseMountainDogs@gmail.com)

## Pet Sales Contract & Health Guarantee

This contract and guarantee is between (Breeder) Ashley King hereinafter referred to as Seller.

And \_\_\_\_\_ hereinafter referred to as Buyer(s).

Buyer's Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone/Cell \_\_\_\_\_  
Email \_\_\_\_\_

This Buyer voluntarily enters into and agrees to all terms stated in this contract as witnessed by their signatures below. Please be aware we will not guarantee color, weight at maturity, that they will be non-shedding, and gender specifications.

### Puppy Description:

Seller agrees to sell Buyer: Bernese Mountain Dog with **No breeding rights.**

(DOB): \_\_\_\_\_

Gender: \_\_\_\_\_

### Parents Description:

Sire's Call Name: \_\_\_\_\_

Dam's Call Name: \_\_\_\_\_

### Purchase Agreement:

Purchase Price: \_\_\_\_\_ (No breeding rights)  
(Not including shipping fees/expenses)

**Buyer paid in full: VENMO/PAYPAL/GOODDOG/CASH**

**Payment is final**

### Deposit:

A **Non Refundable Deposit** in the amount of \$500.00 is required to reserve a puppy and will be subtracted from the purchase price. If the buyer decides there isn't a puppy suited for them prior to selection they are able to transfer their deposit to a future litter within two years.

**Form of Payments accepted:**

Cash \_\_\_ PayPal (reservation only)

PayPal address: [RoyalBerneseMountainDogs@gmail.com](mailto:RoyalBerneseMountainDogs@gmail.com)

NOTE: *If you select payment by invoice through PayPal a 3% fee for each PayPal transaction will be added to your balance.*

Deposit Received: Date \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ to be paid in **CASH ONLY** upon the scheduled Date of

Pickup: \_\_\_\_\_

**Anticipated shipping date of** \_\_\_\_\_

**Balance Received in the amount of** \_\_\_\_\_

**SHIPPING:** Buyer(s) bears all costs and related expenses for shipping

\$ \_\_\_\_\_ Cost of **CARGO AIR** shipping is additional and at the **buyer's expense**. This includes the flight, health certificate, crate, bedding, collar, food/water bowl, travel/transportation to the airport, and any other shipping supplies required by the airline company.

\$ \_\_\_\_\_ Cost of **FLIGHT NANNY** is additional and at the **buyer's expense**. This includes the flight, health certificate, collar, food, travel/transportation to the airport, and any other shipping supplies required by the **NANNY**.

\$ \_\_\_\_\_ Cost of **GROUND** shipping is additional and at the buyer's expense. This includes ground transportation, health certificate, collar, and any other supplies required by the shipping company to ground ship the puppy. Paid to transport at arrival.

**PICKUP ARRANGEMENTS:**

Pickup of your puppy must be scheduled in advance with the breeder. Puppies **MUST BE PAID IN FULL** and picked up by their new owners **no later than 8 WEEKS OF AGE** unless prior arrangements have been made with breeder.

**Failure to pick up the puppy** from breeder by **8 weeks** of age may cause loss of reservation on selected puppy being placed for adoption again. If your puppy needs to be held, the buyer will be responsible for continued vet care and maintenance.

**Buyer(s) will pay an additional \$25.00 per day plus any and all expenses related to care and maintenance including but not limited to vet care (i.e. shots, deworming, etc.)**

**BUYER'S RESPONSIBILITY:**

- 1) **Buyer(s)** agrees that their puppy will be housed indoors.
- 2) **Buyer(s)** agrees to feed their puppy on a premium quality food life's abundance. Purchased from: [lifesabundance.com/BMD](http://lifesabundance.com/BMD) (We feed all life stages to the puppies)

- a. **Life's Abundance** is holistically balanced and provides the nutritional harmony that's important to help your **canine** achieve and maintain optimal health. Made for all life stages.
- 3) **Buyer(s)** agrees to keep their puppy at a healthy weight.
- 4) **Buyer(s)** agrees to make and keep annual veterinary appointments for their puppy and to keep all immunizations current.
- 5) **Buyer(s)** is encouraged to provide basic obedience training for a happy relationship between the puppy/dog and their owner/family. Buyer agrees to read the training manual/epacket provided by seller
- 6) **Buyer(s)** agrees to postpone strenuous, repetitive exercise until after their puppy has reached one year of age. Strenuous exercise at a young age can affect the growing bones and joints.
- 7) **Buyer(s)** promises to provide a safe environment for the puppy/dog and never allow the him/her to roam freely without proper fencing and/or supervision.
- 8) **Buyer(s)** agrees he/she/they will forfeit ownership to the seller and seller will resume ownership of the dog immediately if at any time the seller becomes knowledgeable that adequate living conditions, grooming and care are not being provided to the dog. Any and all legal fees and expenses necessary to do so will be at the buyer's expense.
- 9) **Buyer(s)** agrees not to use this animal for breeding and agrees to have it spayed/neutered at the age recommended by their veterinarian. **Puppy must be spay/neutered no earlier than 8 months of age and no later than 12 months of age. Buyer(s) MUST be provided written proof of spay/neuter from their veterinarian within 4 weeks of the date of the procedure.** If the puppy is not spayed or neutered by 12 months of age or proof of spay/neuter not received within 4 weeks; this will void the health guarantee.
- 10) **Buyer(s)** agrees to take the puppy/dog to a licensed veterinarian of his/her choice within 72 hours of pick up for a physical examination. Should puppy/dog be determined to be in ill health, the cause of which is clearly attributable to the seller, the puppy/dog and signed written diagnosis from a licensed veterinarian must be returned within 48 hours for a refund of the purchase price. Shipping NOT Included. The seller does have the option to have their personal vet evaluate the puppy before any refund will be given.
- 11) **Buyer(s)** agrees to contact the seller immediately if any questions or concerns arise about the dog, such as diet, health, housing and training, behavior, and temperament. The buyer agrees to keep the seller informed of any treatment as it occurs. This provides the seller with important feedback and information on the health of the puppy/dog for future generations.
- 12) **Buyer(s)** agrees if at any time the buyer can no longer retain possession of the puppy/dog, the seller is to be notified and given the first option of resuming full ownership in order to locate a new home for the puppy/dog. **NO REFUNDS WILL BE PROVIDED.** The puppy/dog will be returned with any and all records should any circumstances arise that effects the quality of life of the puppy/dog.
- 13) **Buyer(s)** agrees and understands at the time of the sale, puppy/dog is a companion and it is a representative of its breed Purebred Bernese Mountain Dog. Puppy/Dog is structurally and temperamentally suited as a companion.
- 14) **Buyer(s) MUST immediately contact the Seller within 5 days of any diagnosis of health concern(s).** Buyer(s) must keep Seller aware and informed throughout the entirety of performed procedures, diagnosis/treatment of puppy/dog. Seller will require all vet records including but not limited to testing required for proper diagnosis, diagnosis, and any and all procedures/treatments. *If Buyer(s) fails to notify Seller of puppy/dog diagnosis or health concerns, Buyer(s) will be in breach of contract and Seller will void health guarantee on puppy listed. Once the Buyer(s) and Seller's veterinarian has confirmed a diagnosis and determined*

*that the puppy would be unable to live a quality of life as a companion the seller will give credit towards a future puppy of their original purchase price of the said dog to the Buyer(s).*

## **SELLER'S RESPONSIBILITY:**

- 1) The Seller guarantees this puppy/dog to be of sound health and temperament at the time of sale. A health record of all vaccinations and worming will be provided.
- 2) The **Seller** offers a **2 year Genetic health guarantee**. This guarantee does not cover mistreatment of puppy, injury, accidents, poisoning, etc; and if the dog is not overweight, underweight and has not been used in agility, running, jumping or over exercised during their crucial growth period of 24 months and during the period of guarantee. It does not cover trauma related or environmental factors that have adversely affected the dog.
- 3) Seller does not guarantee your dog's hips against any form of dysplasia, which is attributable to non-genetic causes.
- 4) Seller does provide a guarantee against the following: blindness caused by progressive retinal atrophy as confirmed by a board certified canine ophthalmologist. Genetic diseases that are tested for each parent by Embark Genetics.
- 5) The Seller does not guarantee against shedding, allergic reactions, or allergies. The Seller does not guarantee the size or color of the puppy. **This warranty/guarantee does not include:** viral illnesses, infections, improper bites, patellas, hips, umbilical hernias, hypoglycemia, Giardia, and/or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury.
- 6) Must feed Life Abundance [lifesabundance.com/BMD](https://lifesabundance.com/BMD)
- 7) If the dog is euthanized or in any way disposed of without a second opinion from the **Seller's** preferred veterinarian, the buyer(s) waives all rights to a replacement puppy or to any financial payment as compensation.
- 8) If Buyer(s) specifies gender or color, **Seller does not guarantee** there will be the specified gender available in the described litter who meets the criteria, temperament, and characteristics Seller believes is best suited for the Buyer(s). If these circumstances should arise, Seller will offer available puppy of the opposite gender. If Buyer(s) opposes the offer, Buyer(s) can choose to transfer the deposit to the next available litter. **Deposits are Non Refundable.**
- 9) Should any circumstances arise that affects the quality of the life of the puppy/dog. The **seller** reserves the right to approve/prohibit any transfer of the puppy/dog to a third party. Under no circumstances will the puppy/dog be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter, auction and or similar facility.
- 10) In the event that any legal action is taken to enforce any provision of this contract, said legal action shall be brought in the appropriate court located in the county where Seller resides. The laws of the Commonwealth of Michigan shall be used to interpret the provisions of the contract and shall be applied by the court in rendering judgments in any legal action brought by either party. The puppy buyer(s) agrees to using arbitration instead of settling in court if the Seller chooses this option.

The preceding paragraphs of this 4 page contract contain conditions established for the wellbeing of the puppy/dog and to uphold and maintain the reputation of quality Royal Bernese Mountain Dogs has established. The buyer's agreements will continue for the life of the puppy/dog and the seller will have the right to enforce the agreements. Failure to meet any guidelines of this contract the contract will be voided.

I, the buyer(s) of the said puppy/dog described on this document are 18 years of age or older and do hereby declare that I (We) have read and do fully understand and agree with the terms of this contract.

**BUYER(S)**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

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

**(SELLER)**

Printed Name: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

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



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