

**BILL OF SALE AND AGREEMENT**

This Bill of Sale and Agreement (hereinafter referred to as this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between CARLA M. FRANCHI, trading as Rhenegade Chows, 681 Dusty Rock Road NW, Riner, Virginia 24149 (hereinafter referred to as "Seller"), and

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(hereinafter referred to as "Buyer").

**Purchase Terms**

For and in consideration of the sum of \_\_\_\_\_ (hereinafter referred to as the "purchase price"), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged by the Seller, the Seller does hereby bargain, sell, assign, transfer, and deliver until the Buyer, subject to the terms and conditions and reservation of a right of first refusal as hereinafter set forth, all of her right, title, and interest in and to the following:

Breed of dog: \_\_\_\_\_

Born: \_\_\_\_\_ Litter: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Registration papers will either be given with the dog or transferred to the Buyer immediately upon receipt from the UABR if they are still being processed. The Buyer agrees to register the dog using the kennel name of Rhenegade, for example: "Rhenegades Silver Star" or "Max of Rhenegade". This dog will be on limited UABR registration, unless otherwise agreed in writing.

**Seller's Warranties**

The Seller warrants that this dog is of sound health at the time of this sale. The Seller is in breach of this warranty only if a licensed veterinarian certifies in writing within three (3) days of delivery of the dog to the Buyer that the dog is in ill health.

The Seller further warrants that this dog is free of life threatening congenital defects up to six (6) months of age. The Seller is in breach of this warranty only if a licensed veterinarian certifies in writing within six (6) months of age that the dog has a life threatening congenital defect.

If the Seller is in breach of either of the aforesaid warranties, the Buyer agrees that the sole remedy is to return the dog to the Seller at Seller's address along with all registrations and health records within seven (7) days of the veterinarian's certification, in which case the Seller, in the Seller's sole discretion, shall either (a) refund the full

purchase price, or (b) replace the dog within one (1) year with another dog of like breed from the next available litter that is acceptable to the Buyer, in which case the terms of this Agreement shall then apply to the replacement dog.

The Buyer, who has had sufficient time to observe the dog and its behavior prior to delivery and execution of this Agreement, acknowledges and agrees that this dog is of sound and normal temperament at the time of this sale. The Buyer also acknowledges receipt of the dog's health records, including records of all shots and wormings.

THE SCOPE OF THE SELLER'S WARRANTIES AS SET FORTH ABOVE SHALL BE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY THE SELLER. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE PAYMENT OF CONSEQUENTIAL OR INCIDENTAL DAMAGES.

### **Buyer's Covenants**

The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, and responsible care to the dog. This includes keeping this dog parasite free and up to date with inoculations, providing proper nutrition, which consists of a good quality feed given at regular intervals, and making fresh water available at all times. The Buyer agrees to provide a safe environment for the dog, and to never allow the dog to roam freely without proper fencing or supervision. The Buyer agrees to never allow research for commercial product testing of any kind including, cosmetic, chemical, or any type of product/commercial testing on the puppy/dog at any period of their life. The Buyer agrees to have the dog spayed/neutered at the age recommended by the Buyer's veterinarian (usually 6 to 8 months of age) and agrees to provide to the Seller written verification from a licensed veterinarian that said procedure has been completed. The Buyer agrees not to use this dog for breeding. The Buyer agrees to provide Seller with a copy of all medical records, including vaccinations, pertaining to this dog upon Seller's request. The Buyer agrees to provide to the Seller a photograph of the dog as it grows at least every 3 months via e-mail. The Buyer agrees to keep the Seller informed about any medical or health issues that may arise in the future, as this gives the Seller important feedback and information relevant to the health of the Seller's other related dogs. The Buyer agrees to keep the Seller informed of any change of address, whether it be physical address, mailing address, or e-mail address.

This conveyance is made expressly subject to the reservation of the Seller's right of first refusal to repurchase the dog. Prior to the consummation of a sale or transfer of ownership of the dog herein conveyed to any third person, the Buyer herein shall first notify the Seller herein in writing as to the terms and conditions of the proposed sale or transfer. The Seller shall have the right to repurchase the dog at the price of \$150 One Hundred Fifty Dollars (\$150). If the Seller herein desires to repurchase the dog herein conveyed, she shall notify the Buyer herein in writing within seven (7) days of delivery or receipt of said notice, of her intention to repurchase the dog; and the parties shall then consummate the purchase within fourteen (14) days of the receipt of the notification the proposed sale/transfer. In the event that the Seller

herein opts to repurchase the dog, the Buyer herein shall be responsible for delivering the dog to the Seller at the Seller's address at the Buyer's cost. However, under no circumstances will this dog be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter, or similar facility. In the event of Breeders Death this contract shall convey to Breeders named successor.

THESE COVENANTS CONTAIN CONDITIONS ESTABLISHED TO ENSURE THE WELL BEING OF THE DOG THAT IS THE SUBJECT OF THIS AGREEMENT, AS WELL AS OTHER RELATED DOGS RETAINED BY THE SELLER, AND ALSO TO UPHOLD AND MAINTAIN THE REPUTATION OF QUALITY THAT THE SELLER HAS ESTABLISHED. SHOULD THE BUYER BREACH ANY OF THE AFORESAID COVENANTS OR THE RIGHT OF FIRST REFUSAL, THE PARTIES AGREE THAT THE SELLER WILL BE SUBSTANTIALLY DAMAGED IN AMOUNTS THAT WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO DETERMINE. THEREFORE, IT IS EXPRESSLY AGREED BY THE PARTIES THAT, IN THE EVENT OF A BREACH HEREOF BY THE BUYER, THE BUYER WILL PAY TO THE SELLER A SUM EQUAL TO DOUBLE THE PURCHASE PRICE SET FORTH ABOVE AS FIXED, LIQUIDATED, AND ASCERTAINED DAMAGES FOR SUCH BREACH WITHOUT PROOF OF LOSS OR DAMAGE.

### **Standard Provisions**

Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that jurisdiction and venue for any suits related to or arising out of this Agreement shall be proper only in the state courts of Floyd County, Virginia. Buyer hereby consents to the exercise of in personam jurisdiction by such courts.

Attorney Fees. If it is necessary for the Seller to employ counsel in connection with a breach of the terms of this Agreement after its execution, the Seller shall be entitled to payment of attorney fees and costs incident to the breach if Seller's position relative to the breach is substantially maintained by settlement or court order.

Severability. If any provision of this Agreement or any part of any provision of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason whatsoever, it shall be severable from the rest of this Agreement and shall not invalidate or affect the other portions or parts of the Agreement, which shall remain in full force and effect and be enforceable according to their terms.

Nonwaiver. The waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or as a waiver of any other provisions of this Agreement.

Entire Agreement. This Agreement contains the entire understanding between the parties. There are no warranties, representations, covenants or undertakings other than those expressly set forth herein.

Modification. Any modification of this Agreement shall be ineffective and unenforceable unless it is in writing and is signed by all parties hereto.

Binding Effect. All provisions of this Agreement shall be binding upon the parties, their successors and assigns.

Notices. All notices permitted or required to be given hereunder shall be considered to have been properly given if sent via United States certified mail, return receipt requested, to Buyer or Seller, at the addresses set forth herein. Such party may change its own address by a notice in writing pursuant hereto.

Joint and Several Liability. Where more than one person or entity has made a representation, covenant, or warranty or has an obligation or liability under the terms of this Agreement, such persons and entities shall have joint and several liability, and the party bringing suit, whether at law for monetary damages or in equity for equitable relief, to establish monetary liability or enforce the terms of this Agreement, shall be entitled to proceed against one or both or all of such persons and entities at said party's option. Each of such persons and entities individually have the duty of fully performing the terms of this Agreement and the obligee may sue all or any of them upon a breach of any term of this Agreement.

Additional Instruments. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments that may be required to give full force and effect to the provisions of this Agreement.

Time of Essence. It is expressly agreed that TIME SHALL BE OF THE ESSENCE of this Agreement.

WITNESS the following signatures and seals:

\_\_\_\_\_  
Carla M. Franchi ("Seller")

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Carla M. Franchi, trading as Rhenegade Chows.

(SEAL)

\_\_\_\_\_  
Notary Public

My Registration Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
("Buyer")

STATE OF \_\_\_\_\_,

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (name of Buyer).

(SEAL)

\_\_\_\_\_  
Notary Public

My Registration Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_