

Willow Creek

BORDER



COLLIES

## **BILL OF SALE/SALES CONTRACT FOR DOG OR PUPPY**

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

**Buyer:**

Name:

Address:

- AND -

**Seller:**

Name: Willow Creek Border Collies (Angelique Giles & Brenda Conlan)

Address:

445 Rue Boisclair

Shawinigan, QC

G9P2K3

Phone:

Email: [info@willowcreekbordercollies.com](mailto:info@willowcreekbordercollies.com)

UPON PAYMENT of the final agreed sum (based on colour as per our website) paid by Buyer to Seller (the "Purchase Price"), when full receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the "Dog") to Buyer:

Name of Dog: UNKNOWN	
Breed: BORDER COLLIE	Color:
Date of Birth:	Sex: Male
Registration # (if any): UNREGISTERED	
Sire Name:	Sire Registration # (if any): 100% BC PROVEN BY DNA. NON-REGISTERED LITTER
Dam Name:	Dam Registration # (if any): 100% BC PROVEN BY DNA. NON-REGISTERED LITTER
Bred by Seller? YES	If no, name of breeder:  Date acquired:

State of health:  
CEA CLEARED, HIPS GOOD, CLEARED FOR  
OVERALL HEALTH, HEALTH TEST VIA  
EMBARK - RESULTS TO BE PROVIDED TO OWNERS  
UPON SUCESSFUL MATING AND  
DELIVERY.

PUPPY WILL RECEIVE 8 WEEKS REQUIRED  
SHOTS, MICROCHIP AND A CLEAR BILL OF  
HEALTH AS PROVIDED BY THE  
VETERNARIAN HEALTH CERTIFICATE.

**The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.**

**TERMS AND CONDITIONS**

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

Buyer must pay a deposit of \$400.00, with payment of the balance of \$2100.00. If puppy is being shipped from Quebec, balance + co shipping is due a minimum of 14 days prior to departure.

**COVID UPDATE:**

Transportation estimate of \$300.00 per puppy from Quebec to Vancouver. Currently, that is the accurate cost per puppy. As soon as puppies are born, we will confirm our transportation method (WestJet or Ground) and confirm pricing at that time.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within 5 days of the agreed delivery date or scheduled travel date

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, transferred to the next litter of puppies.

A boarding fee of \$25.00 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

**2. Transfer of Ownership and Registration**

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

**3. Seller's Representations and Warranties**

**Seller represents and warrants to Buyer that:**

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) Seller guarantees that the Dog is a 100% Border Collie (DNA results via Embark 100%), offspring of the sire and dam set out on page 1 of this Agreement.

- (c) The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 3-day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given, and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.
- (d) Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Border Collie breed. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

Our owners are selected due to the responses provided on the puppy questionnaire and it is our expectation that you will follow through with appropriate training and care.

2 Intro classes are provided at the farm at no cost to you. We also provide several useful tools (checklists, training overviews via our website under resources).

In addition, we do have a relationship with a Trainer and 1<sup>st</sup> level obedience classes are offered at the farm in Langley for those that are able to participate. This is done by a certified trainer and is highly recommended. Should you decline, a proper training program should be put in place for you and your new puppy as soon as possible.

While YouTube can assist with supplement training, we do not accept that as a complete training program. Your puppy needs proper socialization and hands on obedience training.

## **OUR COMMITMENT TO OUR DOGS**

We do our best to pre-screen all applicants and to choose suitable homes for our puppies and our dogs. Should information come to light at any time that may alter the living situation of the puppy/dog, we reserve the right to rescind the contract and refund any deposits paid.

**To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer.**

### **4. Fitness of Purpose**

The Dog was bred and sold on a Non-Breeding contract. Breeding of this dog entitles Willowcreek Border Collies to court proceedings and a minimum reimbursement of \$15,000.00 per unauthorized breeding.

### **5. Buyer's Representations**

Buyer represents to Seller that:

- (a) Buyer will have the Dog spayed or neutered by the appropriate age (we recommend two years) and will take proper care to ensure the dogs does not mate.
- (b) The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.
- (c) Dog will receive appropriate training.
- (d) Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently housed the Dog in a kennel.
- (e) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (f) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- (g) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (h) In the event Buyer needs to rehome the dog, the buyer agrees to contact Willowcreek border collies for final approval of any new owner. We will also take the dog back at no cost to the owner and find appropriate rehoming. Owners are not allowed at any time to rehome the dog without prior approval.

## **6. Indemnity and Release**

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from 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 injury to any person.

## **7. Entire Agreement**

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

## **8. PAYMENT AND AGREEMENT**

**Payment of your deposit constitutes acceptance of this contract and agreement.**

All deposits are non-refundable and all payments once the puppy has been delivered are non-refundable.

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Date

August

*Acknowledgement of Receipt*

I acknowledge that I have received the Dog into my possession.

Date

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