

# Bill of Sale

## Purchase Agreement/ Release from Liability

The following agreement is between Aimee Cakebread, hereafter referred to as Seller and \_\_\_\_\_, hereafter referred to as Buyer, for the sale and purchase of one purebred dog of the American Cocker Spaniel breed as follows:

Breeder:

Aimee Cakebread

This agreement is constructed on:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the above described puppy was directly transferred to:

New Owner ("Buyer"):

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Price of Puppy USD \$ \_\_\_\_\_ this price excludes shipping or driving expenses.

A ½ down NON REFUNDABLE Deposit is required to reserve your puppy!

Puppy

Breed: American Cocker Spaniel

Sex:

Date of Whelp:

State of Whelp- State of Arizona

Coat Color:

Registry AKC

**Use of the puppy/dog:** It is agreed between Seller and Buyer that this dog is being acquired as a family use of the puppy/dog: It is agreed between Seller and Buyer that this dog is being acquired as a family companion only and the dog will be used for tasks appropriate to its breed. Purchaser further affirms that he/she will not resell this dog, give it away or buy any means provide it to a flea market, auction, pet store, wholesaler, or commercial distributor of dogs, or to any commercial or hobby dog establishment, such as another dog kennel, or for laboratory use nor will it be used for any activity for which it is not suited by reason of temperament or structure. The Buyer also agrees not to ever abandon the puppy/dog, or surrender it to a shelter.

### **Naming your puppy:**

All puppies names will begin with Aj's and then the name that you provide. The Buyer agrees that he/she will not alter Aj's on the papers if hard copies are given of the AKC papers. When you get your Dog Registration Application I will have Aj's wrote on the papers, if for whatever reason you change the

papers or register online without adding Aj's to the name of the dog a \$1000.00 fine/penalty will be assessed to you and will be will take legal action in court, you will be responsible for any and all attorney fees and any type of filling fees. It is very important in pedigree research that this be included.

AKC Limited Registration papers are offered on most puppies, unless otherwise agreed upon. At times we sell our puppies with NO papers. We actually cut out the Limited box numbers as well as the Pin # so you are unable to change the form from Limited to Full Registration. Full Registration papers only go to breeder with proof of being an AKC breeder for 2 years, show homes or prior agreed arrangement to have full registration. AKC papers can be sent by US Postal Service through social media such as photo sent to cell phone or emailed. You are able to register them online.

Aimee Cakebread transfers in fee simple all rights privileges and responsibilities associated with the ownership of the dog to the Buyer once Aimee puts the animals on the plane.

**Health Record:** Vaccinations given by Breeder per age.

We use Vanguard 5 Plus by Pfizer- you will need to get the rest of the full series of shots at your cost through your breeder.

Wormers given by Breeder,

We use Drontal Plus a one tablet at 6 weeks of age.

I recommend reworming again at a later age.

This contains your health record for your puppy/dog keep this copy for your records.

#### **BILL OF SALE**

1. All puppies and dogs are sold as companion animals. Our puppies and dogs are not sold as breeding prospects or show prospects. They are sold as pets only.

If you choose to breed that is totally your choice as some times puppies/dogs are sold on Full Registrations via the breeder's written approval so you can have the choice at a later date, but that is not a guarantee that they can or will reproduce. Puppies/dogs are sold as pets, we do not guarantee if this puppy/dog will be able to produce and what color he/she will produce or if reproductive organs will work properly or if the puppy/dog will be able to stay in tack or be able to breed. We do not guarantee that the puppy/dog maybe sterile. We do not guarantee that this dog will not need to be spayed/neutered. Nor guarantee that puppy/dog will be healthy enough to breed. Nor do we guarantee that the puppies resulting from breeding will not have genetic problems. Some are sold on Full Registrations because the new owners will like the ability to show. Even though they are sold on Full Registration so the new owners can show, I no way shape or form am stating this puppy or dog is show worthy nor do we guarantee you that the puppy will win or place in any competition/event or finish with any title, ribbons and or be able to be in any competition. We do not guarantee that the puppy or dog has what it takes to be a show puppy/dog including temperament, structure, bite, tail set, proper tail docking nor do give warranty as to its fitness/health for breeding, show ability, etc. We do not guarantee that this puppy or dog is a fit to show or is able to be shown.

2. The puppy is defined to be an American Cocker Spaniel puppy/dog.

3. The puppy/dog is able to be registered with the American Kennel Club (AKC). Also according to the

Procedure code through AKC under a chapter breeders do have up to 6 months to supply a Dog Registration Application or otherwise known as AKC Papers on the said dog. The breeder agrees that if AKC papers were granted the breeder will get them to you by that time frame. Usually the papers go with the puppy/dog, if not, a little while afterwards. It does depending on multiple things such as AKC and where they are at during the year. It does seem to be a little wait during holidays as a lot of litters are planned during that time.

4. Breeder hereby sells and transfers breeder's interest in the puppy /dog in "AS IS" condition. All expressed/implied warranties are excluded. There are no warranties extended and buyer agrees the puppy is sold "AS IS." Buyer further recognizes the breeder makes no warranties regarding the condition of the puppy. But will provide a Health Certificate less than 10 days prior to shipping if you need shipping of the puppy/dog. I release Aimee Cakebread / Cakebread Cockers from any and all responsibilities related to illness, injury or damage that may.

5. If shipping is required, the breeder is not responsible if the puppy/dog is injured, lost, stolen, killed, or occurs health problems. The breeder does not assume any liability for injury of the said puppy/dog after the date of shipping/meeting. The buyer is responsible for all shipping charges.

6. We do not guarantee your dog may not have tinged pee stained/yellow coat. Some puppies and dogs are learning to lift their leg and sometimes tend to pee on others, usually that is the case of the boys peeing on the girls, marking their girl. Because most of cockers are parti colors some do have yellow staining or tingeing this happens. Some dogs and puppies also walk through their poop and others poop/pee, also eat it, roll in it, and lay in it. NO MATTER HOW FAST YOU PICK IT UP! Once it gets on a white coat it is hard to get out, either cutting it out or letting it grow back. We do not guarantee this dog/puppy will have a perfect haircut. We are not professional groomers. Some of our dogs including those puppies over 6 months of age leave with a 10 blade cut which is a cut down, sometimes it looks like a chop job. It is also much easier to keep adult dogs not showing in this type of coat then it is to keep them all grown out which is much cleaner and easy to keep. Hair does grow back! By signing this agreement you understand that you lose the right to be offensive or comment on the type of hair cut given to the dog/puppy.

7. We will never refund any shipping charges, gas, lodging, time or loss wages for any reason. NO REFUNDS WILL BE GIVEN INCLUDING CHARGE BACKS ON CREDIT CARDS OR REFUNDS THROUGH PAYPAL NO EXCEPTIONS!

8. Breeder is not responsible for ANY charges incurred by buyer including vet bills once the puppy/dog leaves the breeders possession. If for some reason something medically such as illness or death but not limited to does happen to your puppy/dog - You agree by signing this or placing a deposit down or payment in full. You agree that breeder will not be sued, filed against or try to be rewarded any type of compensation for emotional distress, mental distress, emotional distraught or any type of pain and suffering you will be agreeing to no type of damages will be sought.

9. We are not responsible for charges for Health Exams, Vaccinations including rabies and nasal vaccinations, prevention or treatment of parasites internal or external. All veterinarian care, charges or fees in diagnosing or treatment of any illness or disease, disorder is the responsibility of buyer. It is the sole responsibility of the Buyer. The breeder has no control over the puppy's/ dog new environment, exposure, food intake, veterinarian care and socialization once it leaves breeder's home and breeder's possession.

10. We do not guarantee against life threatening, communicable, hereditary disease, genetic or congenital defects. We do not guarantee against allergies or skin problems including primary keratinization disorder and seborrheic dermatitis or any type of dermatitis including mange, thyroid dysfunction, cherry eye, any type of hernia as hernias are known in the cocker breed. We do not guarantee that we will notice if your puppy/dog will have an hernia or not as some times they are unnoticeable at times. We do not guarantee against any type of anemia or autoimmune disorder especially those caused by environmental factors. We do not guarantee against any eye problems including dry eye, blindness, hereditary cataracts including juvenile cataracts- any cataracts, any type of eye infections, or scratches/scars on the lenses or eye itself, glaucoma, conjunctivitis, PRA (Progressive Retinal Dysphasia) or any chronic eye problems. We do not guarantee against parasites such as coccidia, giardia this is including but not limited to or internal or external or heartworms. We do not guarantee against parvo virus or any other type of canine virus or diseases. We do not guarantee that we docked your puppy tail and dew claws. If we did dock the tail and dew claws, we can't guarantee that it was done at the correct/proper length or that the dew claws will not grow back. We do not guarantee reproductive organs including being cryptorchid or being a hermaphrodite. We do not guarantee against Unilateral luxated patella's or bilateral luxated patella's or any other patella issues, ligaments issues including ligament ruptures, dislocations of any sort especially against joints and muscles, muscle issues, alignment of joints, muscles, tissues, bones of any sort, any parts of thigh, hips, legs or knees including hip dysphasia, slipping stifles including arthritis or any type of spinal issue. We do not guarantee against tumors or cancers. We do not guarantee against diabetes of any kind, epilepsy or seizures of any type. We do not guarantee against any types of strokes including but not limited to Ischemic or Hemorrhagic. We do not guarantee against any type of heart defects including disease and but not limited to Class 1 or Class 2 heart murmurs. We do not guarantee any major organs. We do not guarantee against bites or teeth problems including under bites, overbites, malocclusion, occlusions, anterior cross, posterior cross, wry but not limited to other type of bite or orthodontic issues, including periodontal disease at any stage, we do not guarantee teeth do not need removed. We do not guarantee against lip fold pyoderma, cleft palates, cleft lips or harelips, removal of tonsils, hemophilia, liver disease, deafness/hearing, ear mites or ear infections including chronic ear infections, bites/teeth as well as submissive urination. We also do not guarantee against feeding lice/fleas/mites and ticks infestations or poisoning, environmental differences/changes, training and/or behavioral problems or accidents.

11. The maximum the Buyer is able to sue the Breeder for is 10% of the purchase price. No way shape or form is Shipping including airfare, crate and health certificate any or all charges associated with Shipping ever be returned or partially given back as those are charges assessed by airlines.

12. We cannot guarantee temperament of any dog or puppy. We can only tell you how they have acted in the past and how they acted with us. The new owners will also have to be very consistent at training to make this pet as their ideal dog. At times the puppy/dogs are training you because you do not realize what you are doing is not necessarily good but believe it is so. I do recommend any person getting a puppy over 12 weeks of age a rabies vaccination incase for whatever reason that the puppy/dog might bite you will have yourself and the puppy/dog covered. Older puppies and dogs at stressful times may bite or nip at people - it is a protective instinct. It usually takes anywhere from a couple days, a week, or even longer to bond with your new animal, showing the new pet that pet is o.k.

and you are good people. It has nothing to do with temperament it has to do with adjustment.

13. We do not guarantee any dog or puppy that we are not the breeder on, this may include dogs that we bought for possible breeding, pet, or show. They are sold "As Is".

14. We also cannot guarantee correct bites on any dog/puppy. Puppies especially as since puppies mouths change so much one day you can have a perfect bite and the next day it can be off. Puppies do not get their perm. teeth until they are many months old. We do not guarantee bites with show prospects or past show dogs or any adult or puppy.

15. Our Right to Refuse Sale- We have the right to refuse sale to any puppies/dogs or provide services to any person at any time for an reason even if you have placed a deposit on a puppy/dog or payment in full. Since agreeing to this - there will no fee's or money owed because our right to refuse sale- such as emotional loss, distress, missing out on another puppy, loss of time, etc. those or just examples. Some of the reason for this are to include but not limited to.

\* Puppy didn't clear health certificate, do not think puppy is ready to go, health issues, attachment issues, decided we want to keep.

\* Including finding information that was not disclosed prior to the sale or during the sale process, like you say you have two dogs but you have 10 etc.

For any reason we decided to not sell you a puppy/dog your deposit or payment in full if it is our fault will be returned to you. If you bought a puppy, once the whole litter is sold we will refund you the money or sooner. If you purchased an adult, the money will be returned to you within 12 weeks from our written notice that we will be returning your money.

16. Our Cocker breed is full of health issues and with that said not all cockers are perfect medically either it be a puppy/older dog you may get from us. If something medically is wrong with your puppy/dog we ask that you not bash our name Cakebread Cockers or Aimee Cakebread. By signing this you understand that you are not to go to public areas such as but not limited to Forums, Blogs, Facebook, Myspace, Youtube, Websites or any other public areas where you can speak your mind about the issue you may have with your pet including contacting other breeders or contacting others who own dogs from our kennel.

17. Although we do not require that you spay or neuter we highly suggest that you look into your options and consult a licensed vet in your area. In some cases many organizations offer programs that offset that cost!

18. If for ANY reason, natural disaster, divorce, death, allergies, medically you are unable to care for your puppy/dog or is no longer desired by the buyer, contact the breeder immediately. As breeder by signing this contract or agreeing to this contract I get right of first refusal which prevents the dog to be resold without my approval or knowledge. . If I decided to take the puppy/dog back YOU MUST include all paperwork such as all vet records, rabies, if the dog has fixed documents for that need to be provided, if the dog was sold with Full AKC registration the dog must returned unfixed and AKC papers will have to be given to Aimee and AKC papers signed over so Aimee can put the puppy/dog in her name. If Aimee agrees to take back the animal, it will be at no charge to Aimee, no puppy back, nothing. Failure to do so may result in legal action to reclaim possession of the said animal and the buyer agrees to be held responsible for any and all cost incurred by Aimee to do so. By agreeing to this contract you agree not to sell, trade or transfer the dog without written consent from the seller. If you ask for written notice the puppy/dog needs prior approval, meaning the Aimee will contact the person in which

your thinking of placing the pet with and make sure the puppy/dog will be well taken care of. The breeder has the right to refuse the written request. If you ask for written notice the puppy/dog needs prior approval, meaning Aimee will contact the person in which you are thinking of placing the pet with. Aimee does take first option and Aimee will not buy the puppy/dog back. The buyer is responsible for all shipping charges to get the puppy/dog back in Aimees' possession. If I do find that you have sold, traded or transferred the puppy/dog without a written notice and prior approval there will be a fee/fine assessed to you for the amount of 1,000.00 any and all attorney fees will be the responsibility of the buyer. By no means do we want our puppies/dogs to end up in the pound, shelter or rescue.

19. The Buyer will either have to have the puppy/dog shipped by an airline approved by the Breeder or the Buyer will meet Breeder at an agreed location. We will not allow transportation of our puppies/dogs by providers such as Commercial Ground Transporters or any Third Party including other breeders. Either way, will be at the expense of the Buyer.

20. Breeder also does not guarantee against stress-induced coccidia or giardia, which can be caused by stress, changing food or water supply, among other causes.

21. By signing this contract you are giving permission to Cakebread Cockers to use any photographs that we took from birth to the time they go home and any photos that you or your family have taken, we are able to use them in way we see fit. Examples are placing them on our website or print ads.

#### TOTALITY OF PURCHASE

This constitutes the complete agreement between Aimee Cakebread ("Breeder") and (Buyer).

All puppies/dogs are purchased will considered sold in Maricopa Co. in the State of Arizona, regardless of the location of the buyer. The venue of any litigation concerning the Agreement or transaction shall be in Maricopa Co., Az and may not be litigated in your stat or your county.

This is a LEGAL and BINDING SALES Contract

I READ, ACCEPT, UNDERSTAND, WILLING AGREE, AND AGREE TO THE TERMS STATED WITH THIS AGREEMENT

\_\_\_\_\_

Signature & Acceptance of Buyer

Date

Electronically Signed

Signature & Acceptance of Breeder    Aimee Cakebread