

Sale Agreement for Burr Oak Stock Farm

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Burr Oak Stock Farm offers for purchase a Male/Female. Quality described as show or pet (subject to limited registration).

Whelped _____ Sire _____ Dam _____

Buyer _____ who resides at _____

Phone Number _____ wishes to purchase this certain animal for the total sum of \$ _____ and promises to abide by the terms as stated in this agreement.

The parties agree this transaction is under the following warranties and/or conditions and no other warranties or conditions are expressed or implied:

- Seller guarantees the animal to be in good health at the time in which the buyer takes possession of the animal. Within three days of signing this agreement, the buyer will take the animal to a veterinarian for verification of good health. A copy of the report is to be forwarded to the seller.
 1. Should the animal be unhealthy, it will be returned within two days, with its papers and a written explanation from the veterinarian of its unsatisfactory health condition.
 2. Seller will exchange the animal for another of equal value from the next available litter. **No cash refunds will be given.**
- Seller will replace animal up to one year of age should it develop life threatening defects of a genetic or congenital origin.
 1. Written Veterinarian's assessment must accompany the animal along with its papers.
 2. A replacement animal will be provided from the first available litter of equal value. **No cash refunds will be given.**
- Buyer shall take proper precautions for the care and safety of this animal. Care should include but not be limited to: a fenced yard, proper shelter, exercise, quality food, fresh water, obedience training, vaccinations and other care provided by a veterinarian.
- Buyer shall be responsible for any and all liabilities or expenses connected with the precautions mentioned above as soon as they take possession of this animal. Buyer expressly agrees that damages shall be limited to the cash value paid for the animal and neither party shall be entitled to attorney fees or court costs.
- All terms of this agreement are binding. This agreement is made and signed to assure the well being and protection of the animal. No part of this agreement shall be altered without the permission and agreement of both parties in writing. Buying agrees that he/she has had time to review this agreement and consult with an attorney at his/her choosing. This agreement is performable under the laws of Indiana and both parties agree that any claims made shall only be brought in Warren County Indiana as proper venue.

Seller _____

Date _____

Buyer _____

Date _____