



MODEL BILL OF SALE (DOG) & GUIDELINES

Included:

Overview

Dos and Don'ts Checklist

Bill of Sale (Dog) Instructions

Sample Bill of Sale (Dog)

1. Overview

Bringing a pet into a family is both an emotional and practical decision. Once the decision has been made, the family may already be attached to the animal, looking forward already to the years they have in front of them with their pet.

Bills of sale are important documents when a dog is being purchased or sold. They not only provide records of the transfer, but also protect the rights of all parties to the transaction. Although complete assurances of fitness are not possible for any living creature, the enclosed bill of sale will solidify the parties' understanding of what illnesses or imperfections should be expected or accepted.

If you follow the enclosed model and guidelines, you will have a written acknowledgment of the rights and responsibilities being transferred as part of the sale. This will provide essential documentation of your ownership and liability obligations and you will be well on your way to establishing a good home for a lucky dog.

2. Dos & Don'ts Checklist

- If you are purchasing your dog from a pet store, you may have rights in addition to those detailed in the enclosed bill of sale. Many states have special laws – similar to “lemon laws” regulating the sale of cars – governing pet sales made by such stores. For example, the seller may be required to provide you with background information on the animal, including its health and vaccination history, and may be obliged to exchange a sick dog for a healthy one (as provided in the enclosed bill of sale).
- Getting the correct name and physical address of the other party to your deal is essential. If a question emerges about ownership or the dog's fitness, you'll need to get in immediate contact with that person or company.
- If you are the buyer, take a look around the facility and environment in which the dog has been living. Make sure that those areas are clean, and that the dog has been getting sufficient food and water. This simple initial tour may tell you more about the seller than any papers or promises.
- A visual inspection of the dog can also go a long way toward making an intelligent purchase. Make sure that young dogs are alert and energetic, and that their eyes and noses are clear.
- The enclosed bill of sale does not specifically address the purchase of a purebred dog. If you are buying or selling a purebred dog, consider inserting additional requirements into the document (e.g., confirmation that the dog has been identified with a tattoo or microchip).

3. Bill of Sale (Dog) Instructions

The following provision-by-provision instructions will help you understand the terms of your bill of sale. Please review the entire document before starting your step-by-step process.

- **Purchase Price.** Write the purchase price in the first blank provided. Be sure to include the full price paid, including any previous down-payments that were made on the dog.
- **Names of Parties.** Identifies the parties and the date of the agreement. One party to this bill is called the “Seller” and the other is called the “Buyer.” As you probably guessed, the Seller is the party that will sell the property and the Buyer is the party that will purchase it.
- **Description of the Dog.** The blank space provided allows you to describe fully the dog you are buying or selling. Be as specific as possible, making sure that the dog can be identified clearly from the description. If information is not available about the dog’s sire or dam, or if any of these dogs are not registered, delete or disregard those blanks.
- **Section 1: Transfer of Ownership.** In this paragraph, the Seller is promising to do everything it needs to do to put the dog in the Buyer’s name. This may involve making changes to American Kennel Club, state, or county level associations. Make sure the Seller provides copies of any transfer papers or required forms.
- **Section 2: Short-Term Good Health Warranty.** This is a promise that the dog will be free from immediate illnesses after the sale date. The Buyer can have the dog examined, and can determine if there are health problems from the start of the ownership period. If there are such problems, as confirmed by a veterinarian’s examination, the Buyer is given the right to return the dog for a comparable one. Insert the time period during which the Buyer has this right. Ordinarily, this is between 48 and 72 hours.
- **Section 3: ___ Month Good Health Warranty.** Although the Buyer is already protected if the dog is found to be ill immediately, this clause permits the Buyer to do a more thorough investigation of the dog’s health. If the dog has any more latent, long-term defects, as confirmed by a veterinarian’s examination, the Buyer is allowed to exchange the dog for a comparable one. Insert the time period during which the Buyer has this right. Ordinarily, this is a period of about 6 months, although the parties can agree to more or less time at their discretion.

This section also explains that certain environmental ailments will not be covered by this warranty.

- **Section 4: Spaying and Neutering.** Agrees that the Buyer will spay or neuter the dog, and conditions his or her receipt of AKC papers (if any) on that promise. If there are no AKC papers, the Buyer nonetheless remains obligated to have those procedures completed.
- **Section 5: Limitations on Transfer.** Gives the Seller the right to reclaim or find an alternate home for the dog if the Buyer intends to give it away.
- **Section 6: No Representations of Future Abilities.** The Buyer’s acknowledgment that there have been no promises that the dog will be able to do particular acts in the future.

- **Section 7: Additional Provisions.** This is an optional provision that allows the Buyer and Seller to include any representations, warranties, or other provisions particular to their situation. For example, the Seller may require the Buyer to take the dog in for “X” number of veterinary visits in a given year, or to make sure heart worm preventative measures are taken.
- **Section 8: Governing Law.** Allows the parties to choose the state laws that will be used to interpret the agreement. Note that this is not a venue provision: the included language will not impact where a potential claim can be brought. Please write the applicable state in the blank provided.
- **Signatures.** Both parties should sign this bill of sale, and provide contact information on the document. The parties may decide that they want third party witnesses to view the signing the bill of sale, although this is not required in many states. However, this precaution could protect the parties from later claims of invalidity or lack of agency.

DISCLAIMER

LegalZoom is not a law firm. The information contained in the packet is general legal information and should not be construed as legal advice to be applied to any specific factual situation. The use of the materials in this packet does not create or constitute an attorney-client relationship between the user of this form and LegalZoom, its employees or any other person associated with LegalZoom. Because the law differs in each legal jurisdiction and may be interpreted or applied differently depending on your location or situation, you should not rely upon the materials provided in this packet without first consulting an attorney with respect to your specific situation.

The materials in this packet are provided "As-Is," without warranty or condition of any kind whatsoever. LegalZoom does not warrant the materials' quality, accuracy, timeliness, completeness, merchantability or fitness for use or purpose. To the maximum extent provided by law, LegalZoom, its agents and officers shall not be liable for any damages whatsoever (including compensatory, special, direct, incidental, indirect, consequential, punitive or any other damages) arising out of the use or the inability to use the materials provided in this packet.

Form Sample

BILL OF SALE (DOG)

BE IT KNOWN, that for good and valuable consideration, and in payment of the sum of \$ _____ (the "Purchase Price"), the receipt and sufficiency of which is hereby acknowledged, the undersigned _____ (the "Seller") hereby grants, sells, and transfers to _____ (the "Buyer") the following dog (the "Dog"):

Name: _____ Breed: _____
Date of Birth: _____ Sex: _____ Litter/Reg. No.: _____
Name of Sire: _____ Sire's Reg. No.: _____
Name of Dam: _____ Dam's Reg. No.: _____

1. Registration and Ownership Transfer. Except as otherwise provided herein, on payment in full of the Purchase Price, the Seller, at his/her own cost, will promptly take all legal actions necessary to transfer ownership and registration of the Dog to the Buyer.

2. Short-Term Good Health Warranty.

The Dog is guaranteed to be in good health at the time of delivery. If, within _____ hours of the date of this sale, the Buyer discovers that the Dog is not well, the Buyer will return the Dog to the Seller, with a letter from an examining licensed veterinarian. The Seller will refund the Purchase Price, return the Dog to the Buyer in well condition, or exchange the Dog for another of equal value. The Seller will not be responsible for any veterinary bills. If the Buyer does not take the Dog back to the Seller within [_____] hours of the date of discovery, the Seller will not be responsible for any veterinary bills.