

Date of Contract _____ Date Puppy Picked up _____

Microchip # _____ Litter # _____ Puppy # _____

Breed _____ Sex _____ Color _____ DOB _____

Puppy Name Choice _____

Application/Sales Agreement/Information Disclosure

Bear Creek K9

Tamara Severson

NYS Lic # PD# 863

Hereafter known as the seller.

Identifies as the buyer applicant as:

Name _____ Own Home _____ Rent Home _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ E-Mail Address _____

The seller sets forth the following documentation regarding the purchase of a canine as follows:

**NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS
DIVISION OF ANIMAL INDUSTRY
10B AIRLINE DRIVE, ALBANY, NY 12235**

80.5 Information statement. Pursuant to General Business Law section 753-B, every pet dealer shall deliver to the purchaser of a dog or cat, at the time of sale, a written statement in the following form:

**INFORMATION STATEMENT FOR PURCHASER OF DOG OR CAT
PURSUANT TO GENERAL BUSINESS LAW SECTION 753-B**

(a) TYPE OF ANIMAL: DOG

(b) Breeder's name and address, if known. If not known, set forth the name and address of the source of the animal. If the person from whom the dog or cat was obtained is a dealer licensed by the United States Department of Agriculture, set forth the person's name, address and federal identification number:

Bear Creek K9 Tamara Severson NYS Lic# PD 863
6448 Glen Cove Road
Moravia NY 13118
315-496-2111 www.bearcreekk9.com bearcreekk9@verizon.net

The dog being sold is:

registered With { AKC (American Kennel Club
 registerable ABCA (American Border Collie Assn.)

Sire _____

Dam: _____

Registration means that the above indicated registry maintains information regarding the parentage and identity of this animal.

Persons buying animals represented by a pet dealer as being registerable are entitled to the papers necessary to effect such registration within 120 days of purchase. Failure to provide such papers entitles the purchaser to remedies under law. However, if the purchaser notifies the pet dealer within the 120 day period that he or she has not received such papers, the pet dealer shall have an additional 60 days commencing at the end of the 120 day period in which to provide the documents.

(e) The **record of immunizations and worming** treatments administered, if any, to the dog or cat as of the time of sale, while the animal was in the possession of the pet dealer, including the dates of administration and the type of vaccines or worming treatments administered:

See attached Recommended Vaccination Protocol Sheet

(g) Set forth any **veterinary treatment or medication received by the dog** while in the possession of the pet dealer (other than those set forth in paragraph (e) above):

Ear Crop (Doberman and Dane only) Hernia Repair Other _____

Check one:

The dog or cat has no known disease or illness, the dog or cat has no known congenital hereditary condition that adversely affects the health of the animal at the time of sale; or

The dog or cat has an existing condition, that of which is indicated here but has been confirmed by a licensed veterinarian, that it should not adversely affect the health of the animal at the time of sale

undescended testicles L / R hernia Other

Set forth any known congenital or hereditary condition, disease or illness that adversely affects the health of the dog or cat at the time of sale and attach a statement signed by a licensed veterinarian that authorizes the sale of the dog or cat, recommends necessary treatment, if any and verifies that the condition, disease or illness does not require hospitalization or non-elective surgical procedures and is not likely to require hospitalization or non-elective surgical procedures in the future. A veterinarian statement is not required for intestinal or external parasites unless their presence makes the dog or cat clinically ill or is likely to do so. The statement shall be valid for fourteen business days following examination of the dog or cat by the veterinarian.

The seller and buyer agree to the following terms conditions of this agreement regarding the purchase of the above described canine:

The purchase price of _____ [] LIMITED [] FULL REGISTRATION, with a delivery charge (flight, crate, and health certificates) of \$ _____, \$50.00 registration fees. Total price of said dog is \$ _____. All payments are non-refundable except under the conditions specified in this contract. Personal checks will be accepted as payment when a period of 10 business days shall pass prior to delivery of the animal to the buyer. All other payments including balances due at the time of delivery will be made by CASH only. Deposits may be transferred to a different animal only at the discretion of the seller.

\$ _____ Deposit placed on _____. \$ _____ Balance due in cash on _____

Seller(s) will remove dew claws and dock tails, if breed appropriate during the first several days of life. Seller agrees to administer treatment for external and internal parasites and core vaccinations appropriate to the age of said puppy/dog at time of sale. A physical examination shall be performed by a licensed Veterinarian prior to delivery to the buyer, at Seller's expense, and such findings shall be available for inspection by the Buyer(s). The seller guarantees the dog to be healthy and free of any congenital malformation which adversely affects its health **at the time of sale**. Hips and eyes are guaranteed against congenital genetic disease for the life of a Border Collie. Dobermans are warranted for life against bleeding caused by Von Willebrand's disease and crippling hip dysplasia caused by a congenital genetic malformation. German Shepherds and Great Danes are guaranteed for two years against hip dysplasia only if sold on a **FULL** registration. Claims for any congenital genetic malformation must be agreed upon by two separate Veterinarians. The seller reserves the right to have the defect confirmed by a veterinarian appointed by the seller. Buyer(s) are responsible for all veterinarian expenses associated with diagnosis of congenital genetic malformations. If congenital genetic malformation is confirmed, the Seller(s) will replace said dog with a dog of the same breed, of equal value when available. The affected dog must be euthanized **after the seller requirement for proof is satisfied**. A replacement request must be made by certified mail. To obtain replacement, the original registration certificate, and a certificate of euthanasia must be forwarded and upon approval, a replacement certificate will be issued. **There will be no cash refunds**. Buyer(s) will be responsible for any expenses for transportation of dog for examination and for the replacement dog. Any arbitration against the seller will be conducted in the Town of Niles, NY.. There is no exception.

The buyer agrees to present the dog sold under this contract for examination by a licensed Veterinarian of Buyer(s) choice no later than forty-eight(48) hours of the dog departing Bear Creek **for the purpose of establishment of care**. This date will be _____, 20____. Such examination findings by a Veterinarian will be furnished in writing to Seller on the form provided within one week from said dogs departure from Bear Creek. **Omission of this exam and written documentation to Seller(s) immediately voids this contract completely, no exceptions**. All expenses of such examination shall be at the Buyer(s) expense. If this purebred dog presents ill, with a congenital malformation which adversely affects the health of the animal, or the presence of symptoms of a contagious or infectious disease, the buyer must immediately notify Bear Creek and present the dog to be examined by a veterinarian appointed by Bear Creek. A completed NYS Ag. & Mkts. Form, Veterinary Certification of Unfitness of Dog or Cat For Purchase must be presented with the animal at the time of examination and completed by the examining veterinarian if the animal is deemed unfit.

If a refund is warranted **by law**, the refund will apply to the purchase price of the puppy only, and will be exclusive of crate and transportation charges. All expenses for transportation for the purpose of return or examination are the responsibility of the buyer.

..... The buyer agrees to complete age appropriate vaccination and de-worming protocol for the life of the dog and acknowledges receipt of feeding and care instructions and will comply with the written recommended vaccination protocol presented at the time of sale. Buyer(s) also agree to have said dog promptly examined and treated by a licensed Veterinarian at any time the animal is sick or is injured. Delay or denial of veterinary care or noncompliance with recommendations will constitute this agreement null and void and may affect your rights under the law.

If the puppy has had ears cropped, the buyer, upon receipt of the animal, assumes the responsibility of ear care associated with the ear crop and understands that there is no guarantee that the desired appearance will be achieved. The buyer understands that the cropping process may cause the ears to become sore and if not inspected and treated, this may result in undesirable circumstances which may include infection or damage to the ear. The buyer assumes the liability of any adverse condition associated with the cropping and posting of ears. The buyer acknowledges that puppies may be brought to Bear Creek for ear taping service and inspection, **by appointment**, as many times as is necessary. **Buyer is expected to supply the appropriate supplies or reimburse Bear Creek for said supplies.**

Buyer(s) agree to provide a safe and proper area with ample room for said dog. They must also be protected from the elements at all times. Said dog should also be protected from any type of encounter (human, animal, traffic, weather, etc.) that may jeopardize its welfare. If the Buyer(s) subjects said puppy/dog to any form of neglect in its living environment, health care maintenance and treatment, or causes the said puppy/dog to otherwise be subjected to any form of mistreatment, or if the Buyer(s) should facilitate the unauthorized home placement of the said puppy, the Seller(s) reserves the right to notify the proper authority, and the Buyer(s) agrees that he/she will be responsible for any and all costs necessary to remedy the problems caused by the need for the Seller(s) complaint). If the puppy/dog is seized by the authorities or sold or transferred to someone other than the buyer, this contract immediately becomes null and void, including any and all warranties issued herewith.

.. By the signing of this contract, the buyer acknowledges the receipt of feeding and care instructions specific to the breed. Updates to these recommendations will be posted on our web site at www.bearcreekk9.com . Any departure from the recommended feeding guidelines will void the guarantee on said dog. The buyer is advised to maintain a log including receipts for food and veterinary care.

In the event unforeseen circumstances arise that would prevent Buyer(s) from continuing to keep said dog, the seller will be notified by the buyer, and the seller will offer a re-homing service at no charge to the buyer as long as the dog is returned to the seller with the original registration certificate accompanied by a signed transfer of ownership, a current rabies certificate and a spay or neuter certificate (if said dog has been spayed or neutered). The buyer is not to expect reimbursement of any kind and voluntary return of the canine under these circumstances terminates this contract.

.....At the discretion of the seller, animals sold on a limited registration may be advanced to full registration. If so indicated by the initials of the seller here _____, application may be made at a later date to advance the animal. Advancement will require the payment of an advancement fee of \$_____, and is subject approval by the seller on the basis of the results of certain health testing that the seller may deem necessary to approve said advancement. All expenses for required testing will be borne by the buyer. Requests for advancement must be made in writing at which time the seller will provide a list of required tests to prove that the animal is worthy of advancement. Upon receipt of

favorable test results and payment of the advancement fee, the appropriate documents to advance the animal with the appropriate breed registry will be supplied to the buyer. Submission fees paid to the registry associated with the filing for advancement will be the responsibility of the buyer.

.....No warranty is made or implied as to the temperament, working ability, trainability of the animal sold under this contract except as follows: Border Collies are eligible for replacement if it is proved that they do not present age appropriate working instinct. Any dog sold specifically as breeding stock, as indicated by the seller's initials here ____ will be replaced upon documentation that the animal is not sound for breeding at the time of sale. A breeding soundness exam should be conducted by the buyer within 48 hours of purchase. Animals sold as breeding stock that are of breeding age at the time of sale, are guaranteed to be free of brucellosis and a negative test will be conducted upon a deposit confirming intent to purchase if requested by the buyer. Balance of payment is due upon receipt of negative test results. The only time a deposit is refundable is in the instance of a positive brucellosis test result.

.....For AKC Registered dogs, The seller agrees to enroll the animal with AKC's Companion Animal Recovery Service and to complete AKC registration process on line or to supply the original certificate registration to the buyer. All fees to be paid by the buyer at the time of purchase. The seller will process AKC registrations on line after the blue vet check form has been returned to the seller and a name choice has been indicated by the buyer. **The buyer will submit to the seller the name choice for the dog (36 characters maximum within 5 business days of purchase) as registration cannot be completed without a name.** AKC transfers are to be completed by the buyer via US mail or on the AKC website within 5 days of purchase. Only Border Collies sold on Full AKC registrations will be eligible for registration with the ABCA and then only at the seller's discretion. For dogs sold with ABCA registration, the seller will supply the ABCA registration certificate to the buyer as soon as it is available from the ABCA, if it is not currently in hand. The buyer agrees to complete the ABCA transfer within 5 business days of purchase via mail to the ABCA. Seller must indicate here **AT THE TIME OF SALE** if ABCA registration is requested. _____ signature of buyer. Additional registration fees apply to ABCA registration.

Other

Terms _____

Name of buyers veterinarian, practice name, address and telephone #.

If you do not have a veterinarian for other pets, be advised that you will be required to establish care for this puppy within 48 hours of picking him or her up. Since there is often a waiting period (sometimes in excess of a week for new clients) at most clinics, we highly recommend that this appointment be made as soon as you know you are committing to this puppy. Be prepared to schedule your pick up date with us. Anticipated date for pickup _____

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. NO VARIATIONS IN SAID AGREEMENT SHALL OCCUR EXCEPT AS IS MUTUALLY AGREEABLE AND IN WRITING BETWEEN THE PARTIES. IT IS HEREBY MUTUALLY AGREED THIS _____ DAY OF _____, 20__.

PET DEALER CERTIFICATION

I, Tamara Severson of Bear Creek K9 315-496-2111
PRINT NAME OF PET DEALER TELEPHONE NUMBER
6448 Glen Cove Road
STREET ADDRESS
Moravia NY 13118
CITY, TOWN OR VILLAGE STATE ZIP CODE

HEREBY CERTIFY THE ACCURACY OF THE ABOVE STATEMENTS and agree to the terms and conditions set forth above.

SIGNATURE OF PET DEALER DATE Date Signed

PURCHASER CERTIFICATION

I HEREBY ACKNOWLEDGE RECEIPT OF STATEMENTS ABOVE. And agree to the terms and conditions set forth above. I verify that the following documents were provided to me at the time of sale either as a portion of this agreement or as an attachment and have taken possession of the described animal..

- Information Statement (completed and signed) Part of this document
- Disclosure of Animal Pedigree & Registration eligibility (completed and signed) Part of this document
- Pedigree registration documents
 - ____ AKC Applications will be completed on line by the seller upon receipt of name choice and blue vet check form.
 - ____ AKC Registration Certificate and transfer form received by the buyer.
 - ____ ABCA registration received or ____ Will be mailed ASAP. _____ Date Mailed
- AKC Companion Animal Recovery Enrollment will be completed with the AKC registration by the seller. .
- "Sale of Dogs and Cats Notice" **Pink**
- Rabies Information Sheet **Pink**
- Dog licensing notice and Information of the value of spaying and neutering **Yellow**
- Feeding and Care instructions. **Green**
- Veterinary Certificate of Examination to be completed and returned within 48 hours of sale. **Blue**
- Vaccination protocol and antiparasitic record form. Be sure to show this to your veterinarian and keep the record current. **Orange**
- Care of cropped ears instruction sheet (Doberman and Dane only)
- Rabies vaccination Certificate (For dogs over 4 months of age)

SIGNATURE OF PURCHASER DATE

Signing of this document is NOT binding on either party until money is transacted and signed by the seller. Once a deposit is made the contract is binding and in force on both parties. All blue highlighted areas must be completed. A signature is required by a perspective buyer prior to making a puppy viewing appointment to verify the understanding of the terms.