

Date of Contract and Bill of Sale _____

Price \$400.00 _____

1. THE DOG

Registered name Glimmercroft _____

Dog's call name _____

Breed English Shepherd _____

Sex: _____

Date of birth: _____

Neutered/spayed Yes No To be, as per paragraph 8.7.

Coat color: _____

Registry UKC Other

Registration Full Limited None

Litter reg. # pending _____, or

Dog's reg. # _____

Registration Certificate or Application Form given to Buyer(s): Yes No

Reason if withheld _____

Sire Glimmercroft Tanner _____

Registration # P489-605 _____

Dam Z-Best Haylie _____

Registration # P420-830 _____

2. THE SELLER(S)

Name Laura Workman _____

Kennel name Glimmercroft _____

Street 15828 2nd Place West _____

City State Zip Lynnwood, WA 98087 _____

Telephone Alternate 425.787.6393 _____

E-mail laura@glimmercroft.com _____

The Seller warrants that the Seller is the sole owner of the dog.

3. THE BUYER(S)

Name _____

Kennel name _____

Street _____

City State Zip _____

Telephone Alternate _____

E-mail _____

The Buyer warrants that the Buyer will be the sole owner of the Dog.

4. CO-OWNERSHIP OF BUYER WITH SELLER

There will not be a Co-ownership of the Dog with Buyer and Seller.

5. BREEDING OF THE DOG

Seller does not retain breeding rights.

6. CONFORMATION SHOWING OF THE DOG

The Buyer may, at his option, show the Dog in conformation competition. The Seller does not represent that the dog will be competitive in conformation competition.

Seller's initials: _____ Buyer's initials: _____/_____

7. WARRANTIES

7.1. At the option of the Buyer, the Buyer may take the Dog to a licensed veterinarian for a thorough exam, the necessary shots, and medication within 30 days from the time of receipt of the Dog.

Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even if the visit is optional.

Provided that the Dog is returned to the Seller within 30 days of receipt of the Dog, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund of the purchase price will be given to the Buyer within 5 business days of return. Any shipping charges will be the responsibility of the Buyer.

7.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will be provided to the Buyer at the time of sale. The Dog is registerable.

7.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

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8. TREATMENT OF THE DOG

8.1. Regardless of any provisions in this Contract, this Dog is to be kept as a house pet only. Extensive time in a garage, or tied up or kept in a kennel outside is not allowed. The Dog is to be kept primarily in the Buyer's living quarters. The Dog will not be used as an attack dog or a guard dog for people, animals, or property, except in its function as a farm dog.

8.2. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury

8.3. The Buyer shall provide the Dog with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.

8.4. The Seller, with 72 hours' notice, will be able to visit the Dog at the Dog's home for the purpose of determining whether the conditions of the contract are being fulfilled.

8.5. It is highly recommended that a professional trainer be consulted to train the Dog and Buyer in the proper handling of the Dog. However, Buyer is not required to complete a Dog training class.

8.6. The Dog is not microchipped. The Dog is not tattooed.

8.7. At the option of the Buyer, the Buyer may have the Dog neutered/spayed.

8.8. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. This Dog may never be sold or given away to any individual, company, research facility, or group, without written permission of the Seller. If the dog is euthanized before it reaches ten years of age, the Buyer will provide the Seller within 30 days of the euthanization, a document from the veterinarian performing that euthanization, indicating that the euthanization was medically necessary because of the health status of the dog. Failure to comply with the provisions of this paragraph shall make the Buyer liable for \$1,000.00 in damages, payable upon demand to the Seller.

Seller's initials: _____ Buyer's initials: ____/____

When ownership is transferred, the Dog's registration certificate is signed over and delivered to the new owner of the Dog. Any transfer of the Dog without written permission of the Seller shall make the Buyer liable for \$1,000.00 in damages, payable upon demand to the Seller.

Seller's initials: _____ Buyer's initials: ____/____

If written permission to transfer ownership of the dog to an entity other than the Seller is not given by the Seller,

and the Dog cannot be kept by the Buyer, ownership of the Dog, including the Dog's registration certificate, must be transferred back to the Seller, the purchase price is forfeited, and the Dog must be physically returned to the Seller at the Buyer's expense. Any failure to comply with the provisions of this paragraph shall make the Buyer liable for \$1,000.00 in damages, payable upon demand to the Seller.

Seller's initials: _____ Buyer's initials: ____/____

If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate. Except as set out in 7 above, the purchase price is forfeited.

Seller's initials: _____ Buyer's initials: ____/____

8.10. All charges relative to the shipping or delivery of this Dog to the Buyer are to be assumed by the Buyer.

Seller will deliver / Buyer will pick up /

Buyer will send representative

_____ (specify name).

9. CONFLICT RESOLUTION

9.1. Mediation. Buyer and Seller agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision in paragraph 9.2 is initialed.

9.2. Arbitration. If initialed below, Buyer and Seller agree that any dispute or claim in law or equity arising between them out of this Contract, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired civil judge or justice, or an attorney, unless the parties mutually agree to a different arbitrator, who shall render and award in accordance with the laws of the State of Washington. Any arbitration or further court proceeding will take place in the State of Washington, in Snohomish or King County. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction, and the parties shall have the right to discovery in accordance with the State's civil code.

Seller's initials: _____ Buyer's initials: ____/____

9.3. With the exception stated in paragraph 9.1, in any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

10-17 GENERAL CONTRACT TERMS

10. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

11. Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).

12. This Contract shall be governed by and construed in accordance with the internal laws of the State of Washington and without reference to any rules of construction regarding the party responsible for drafting this Contract.

13. The Dog shall reside at the address stated in section 3 above. Any changes in the Buyer's or Seller's address must be relayed to the other party within 30 days of the change.

14. The singular form of Buyer and Seller includes the plural.

15. In the event the laws of the State of Washington require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

16. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

17. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

SIGNATURES

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____