



[www.crystaldivineyorkies.com](http://www.crystaldivineyorkies.com)  
[crystaldivineyorkies@icloud.com](mailto:crystaldivineyorkies@icloud.com)  
Springfield, GA  
412-200-8331

**BILL OF SALE / SALES CONTRACT FOR**

**GREAT PYRENEES PUPPY**

**THIS AGREEMENT**

made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

- by and between -

\_\_\_\_\_, hereafter referred to as "Buyer"

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

\_\_\_\_\_

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

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

ID Number: \_\_\_\_\_

- AND -

**Crystal Divine Yorkies & Pyrs,**  
hereafter referred to as "Seller"  
Springfield, GA 31329  
412-200-8331  
[crystaldivineyorkies@icloud.com](mailto:crystaldivineyorkies@icloud.com)  
[www.crystaldivineyorkies.com](http://www.crystaldivineyorkies.com)

Upon Payment of the sum of \$\_\_\_\_\_, paid by the Buyer and to the Seller (otherwise referred to as the "Purchase Price"), Seller grants, sells, conveys, and transfers ownership of the following GREAT PYRENEES Puppy (otherwise referred to as "GREAT PYRENEES Puppy") to Buyer:

Color: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_

Microchip #: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

State of Health: \_\_\_\_\_

The parties accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the GREAT PYRENEES Puppy.

## TERMS AND CONDITIONS

### 1. DEPOSIT, PURCHASE PRICE, FEES

BUYER HAS PAID / OWES A NONREFUNDABLE DEPOSIT OF \$ \_\_\_\_\_ WITH A BALANCE OF \$ \_\_\_\_\_ DUE PRIOR TO THE RELEASE OF THE GREAT PYRENEES PUPPY. PAYMENT WILL BE MADE AND CLEARED NO MORE THAN 3 BUSINESS DAYS BEFORE THE RELEASE DATE, UNLESS PAYING CASH IN PERSON AT PICK UP. PAYMENT METHODS ACCEPTED ARE: CASH, CASH APP, ZELLE, VENMO, PAYPAL FRIENDS AND FAMILY. NO OTHER PAYMENT METHODS WILL BE ACCEPTED.

THE EXPECTED RELEASE DATE IS \_\_\_\_\_. THIS DATE IS SUBJECT TO CHANGE BASED ON THE GREAT PYRENEES PUPPY'S READINESS, OR UPON MUTUAL AGREEMENT.

### 2. BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL FORFEIT THE DEPOSIT AND ANY RIGHTS TO THE GREAT PYRENEES PUPPY IF:

(A) BUYER FAILS TO COMPLETE THE PURCHASE OF THE GREAT PYRENEES PUPPY BY THE TERMS OF THIS AGREEMENT FOR ANY REASON  
-OR-

(B) BUYER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE BY THE PICK UP / DELIVERY DATE, UNLESS OTHERWISE AGREED UPON BY BOTH PARTIES IN WRITING

IN EITHER EVENT, SELLER SHALL BE FREE TO SELL THE GREAT PYRENEES PUPPY TO ANOTHER PARTY.

IN THE EVENT THAT THE GREAT PYRENEES PUPPY IS NOT AVAILABLE DUE TO SICKNESS, DEATH, OR ANY OTHER CIRCUMSTANCE WHICH IS DUE TO THE FAULT OF THE SELLER, BUYER'S DEPOSIT, AT BUYER'S OPTION WILL BE (i) REFUNDED, OR (ii) TRANSFERRED TO THE NEXT LITTER OF PUPPIES

IN THE EVENT A PICK UP IS SCHEDULED AND BUYER DOES NOT SHOW OR ARRANGE ANOTHER DATE, MUTUALLY AGREED UPON IN WRITING, A BOARDING FEE OF \$50 PER

DAY WILL BE CHARGED EACH DAY PAST THE AGREED DATE, UNLESS THE BOARDING IS A RESULT OF SCHEDULING WITH A SHIPPER. IF THE GREAT PYRENEES PUPPY IS NOT PICKED UP WITHIN 3 DAYS OF THE AGREED DATE, THE CONTRACT WILL THEN BE CONSIDERED NULL AND VOID AND THE SELLER RETAINS THE DEPOSIT MONIES AND WILL CONSIDER WHETHER OR NOT TO REFUND THE REMAINDER ON A CASE BY CASE BASIS. THESE TERMS WILL APPLY, UNLESS ANOTHER DATE HAS BEEN MUTUALLY AGREED UPON IN WRITING. SITUATIONS LIKE EMERGENCIES WILL BE HANDLED PROFESSIONALLY AND APPROPRIATELY.

### **3. SELLER'S REPRESENTATIONS AND WARRANTIES**

SELLER REPRESENTS AND WARRANTS TO THE BUYER THAT:

- (A)** THE SELLER IS THE LEGAL AND TRUE OWNER OF THE GREAT PYRENEES PUPPY AND THE SELLER HAS THE FULL RIGHT AND AUTHORITY TO SELL THAT PUPPY.
- (B)** THE GREAT PYRENEES PUPPY IS BEING SOLD FREE AND CLEAR OF ANY LIEN, SECURITY INTEREST, CHARGE OR ENCUMBRANCE
- (C)** SELLER GUARANTEES THAT THE GREAT PYRENEES PUPPY IS A PUREBRED GREAT PYRENEES, OFFSPRING OF THE PUREBRED SIRE AND PUREBRED DAM SET OUT ON PAGE 1 OF THIS AGREEMENT. BUYER UNDERSTANDS THAT DNA TESTING COMPANIES DO NOT ACCURATELY DETERMINE THE BREED OF A DOG, AND SUCH INFO IS PROVIDED IN EACH OF THEIR FINE PRINT. SELLER MAKES NO REPRESENTATION OR GUARANTEE IN REGARDS TO THE ADULT WEIGHT OF THE GREAT PYRENEES PUPPY. WHILE SELLER WILL GIVE THE BEST ESTIMATE AND THEY ARE USUALLY PRETTY CLOSE, HOME LIFESTYLE PLAYS A BIG ROLE IN THIS.
- (D)** THE GREAT PYRENEES PUPPY IS IN GOOD HEALTH AND FREE OF COMMUNICABLE DISEASES AT THE TIME OF SALE. BUYER HAS 3 DAYS FROM THE EXCHANGE DATE TO HAVE THE GREAT PYRENEES PUPPY EXAMINED BY A LICENSED VETERINARIAN FOR A NEW PUPPY APPOINTMENT / EXAMINATION. IF THE GREAT PYRENEES PUPPY FAILS THE EXAMINATION, BUYER MAY RETURN THE GREAT PYRENEES PUPPY WITHIN 3 DAYS OF THE EXAMINATION FOR A FULL REFUND, LESS THE COST OF TRANSPORTATION. FAILURE BY THE BUYER TO HAVE THE GREAT PYRENEES PUPPY EXAMINED WITHIN THE 3 DAY PERIOD WILL VOID AND NULLIFY THIS AND ANY HEALTH GUARANTEE WARRANTY. IF THE BUYER CHOOSES TO KEEP THE GREAT PYRENEES PUPPY, THEY MAY DO SO AND BE PROVIDED WITH A FUTURE PUPPY AT NO COST LESS THE COST OF TRANSPORTATION.
- (E)** THE GREAT PYRENEES PUPPY HAS BEEN GIVEN THE REQUIRED VACCINATION SERIES DUE AT THE AGE OF GREAT PYRENEES PUPPY AT THE TIME OF TRANSFER. IT IS THE BUYER'S RESPONSIBILITY TO FINISH THIS VACCINATION SERIES AND KEEP THE GREAT PYRENEES PUPPY COMPLETELY VACCINATED AND MEDICALLY AND PHYSICALLY CARED FOR AT ALL TIMES. THE BUYER UNDERSTANDS THAT SOME VETERINARY PRACTICES WILL ATTEMPT TO RE-START THIS SERIES BECAUSE "THEY DID NOT GIVE IT TO START," THIS IS NOT GOOD FOR THE GREAT PYRENEES PUPPY AND THE BUYER HAS A RIGHT TO, AND WILL SAY NO. IF AT ANY TIME, IT IS PROVEN THAT THE GREAT PYRENEES PUPPY IS MEDICALLY AND/OR PHYSICALLY NEGLECTED, SELLER RESERVES THE RIGHT TO RETAIN POSSESSION OF THE GREAT PYRENEES PUPPY, REGARDLESS OF AGE.
- (F)** THE 24 MONTH HEALTH GUARANTEE COVERS GENETIC FATAL CONDITIONS IN WHICH IS PROVEN TO BE "AS A RESULT OF THE SELLER'S BREEDING" BY A LICENSED VETERINARIAN. IN THIS EVENT, THE SELLER RESERVES THE RIGHT TO REQUEST A RE-EVALUATION OF A LICENSED VETERINARIAN OF THEIR CHOICE, AT THE BUYER'S COST. THE HEALTH GUARANTEE DOES NOT COVER ALLERGIES, UNDESCENDED TESTICLES, UMBILICAL HERNIAS, ETC. SELLER WILL NOT REPLACE A GREAT

PYRENEES PUPPY DUE TO HEAT STROKE, ABUSE/NEGLECT, OR IMPROPER SOCIALIZATION , ETC. BUYER AGREES THAT THEY HAVE THOROUGHLY RESEARCHED THE BREED BEING PURCHASED, AND UNDERSTANDS THE HEALTH ISSUES THEY MAY POSSESS. BUYER IS RESPONSIBLE FOR ALL MEDICAL COSTS OF THEIR GREAT PYRENEES PUPPY. THE HEALTH GUARANTEE COVERS ONLY THE ORIGINAL BUYER, AND IS NON-TRANSFERRABLE.

- (G) TO ENSURE THAT THE BUYER DOES NOT EUTHANIZE THE GREAT PYRENEES PUPPY OR TAKE IT TO A SHELTER/RESCUE, GIFT TO A FRIEND, ETC. SELLER WILL TAKE THE GREAT PYRENEES PUPPY BACK AT ANY POINT DURING ITS LIFETIME, REGARDLESS OF HEALTH/CONDITION, ETC. SELLER WILL NOT ISSUE A REFUND OR PROVIDE ANOTHER GREAT PYRENEES PUPPY TO BUYER UNLESS TRHE RETURN WAS A RESULT OF ANY MISREPRESENTATION ON THE PART OF THE SELLER'S PART WITH RESPECT TO THE GREAT PYRENEES PUPPY'S HEALTH AS A DIRECT RESULT OF THE SELLER'S BREEDING WITHIN THE GUIDELINES OF THE HEALTH GUARANTEE.
- (H) THE GREAT PYRENEES PUPPY IS REGISTERED AND PUREBRED AND PAPERWORK WILL / WILL NOT BE INCLUDED. THE SELLER RESERVES THE RIGHT TO SELL ANY GREAT PYRENEES PUPPY AS "PET ONLY." IN THIS CASE, BREEDING RIGHTS COULD BE CONSIDERED IN THE FUTURE WITH A LETTER FROM A LICENSED VETERINARIAN STATING THEIR BILL OF HEALTH FOR BREEDING PURPOSES.

## **FITNESS OF PURPOSE**

THE SELLER DOES NOT PROVIDE ANY WARRANTY AS TO THE GREAT PYRENEES PUPPY'S FITNESS FOR ANY SPECIFIC PURPOSE, INCLUDING OBEDIENCE TRIALS, RING PERFORMANCE, AND/OR BREEDING PURPOSES.

## **BUYER'S REPRESENTATIONS**

BUYER REPRESENTS TO THE SELLER THAT:

- (A) THE GREAT PYRENEES PUPPY WILL RESIDE WITH THE BUYER AND BUYER'S FAMILY. IF AT ANY TIME, THE BUYER HAS A CHANGE IN CIRCUMSTANCES WHICH WILL NO LONGER ALLOW THIS, THE BUYER UNDERSTANDS THAT HE/SHE MUST COMMUNICATE THIS TO THE SELLER AND THE POSSIBLE RE-HOMING FAMILY. THE GREAT PYRENEES PUPPY WILL NOT BE GIVEN TO A RESCUE, POUND, SHELTER, ETC. IF A FAMILY HOME IS NOT AVAILABLE, THE GREAT PYRENEES PUPPY WILL BE RETURNED TO THE SELLER WITH NO REFUND GIVEN.
- (B) BUYER WILL ENSURE ADEQUATE FENCING AND/OR YARD SPACE WILL BE PROVIDED FOR THE GREAT PYRENEES PUPPY, AND WILL NOT ALLOW THE GREAT PYRENEES PUPPY TO ROAM AT WILL. BUYER WILL NOT KEEP THE GREAT PYRENEES PUPPY CHAINED OR TETHERED OR PERMANENTLY HOUSE THE GREAT PYRENEES PUPPY IN A KENNEL. THE GREAT PYRENEES PUPPY MAY WALK ON A LEASH WHILE SUPERVISED AND WALKING WITH A PERSON ONLY.
- (C) BUYER WILL PROVIDE THE GREAT PYRENEES PUPPY WITH QUALITY NUTRITIOUS FOOD AS APPROVED BY THE SELLER (HEALTH EXTENSION DOG FOOD LITTLE BITES - FOLLOW THE LINK ON MY WEBSITE TO ORDER ([WWW.CRYSTALDIVINEYORKIES.COM](http://WWW.CRYSTALDIVINEYORKIES.COM)) OR THE VETERINARIAN AND NECESSARY VETERINARY CARE, INCLUDING DEWORMING, HEART WORM PREVENTION, AND REGULAR VACCINATIONS AND PREVENTATIVE CARE. IF AT ANY TIME, THE BUYER IS UNABLE TO PROVIDE THE

GREAT PYRENEES PUPPY WITH THESE, THE BUYER AGREES TO RETURN THE GREAT PYRENEES PUPPY TO THE SELLER IMMEDIATELY.

- (D) BUYER IS NOT ACTING AS AN AGENT FOR ANY OTHER PERSON OR BUSINESS IN THE PURCHASE OF THE GREAT PYRENEES PUPPY AND THE GREAT PYRENEES PUPPY MAY NOT BE RE-SOLD, UNLESS THROUGH AGREED COMMUNICATION WITH THE SELLER/BUYER/PROSPECTIVE HOME. IF THIS CAN NOT BE AGREED, THE GREAT PYRENEES PUPPY MUST BE RETURNED TO THE BUYER.
- (E) BUYER WILL NOT SELL, GIVE, OR RELEASE THE GREAT PYRENEES PUPPY TO A PET SHOP, RETAIL STORE, GREAT PYRENEES PUPPY DEALER, ANIMAL TESTING FACILITY, RESEARCH FACILITY, OR AN AGENT FOR ANY SUCH BUSINESS OR FACILITY. THE GREAT PYRENEES PUPPY CAN BE RETURNED TO THE SELLER AT AT ANY TIME TO ASSURE IT'S BEST INTEREST AT ALL TIMES.
- (F) BUYER AGREES TO SEND A PICTURE OF THE GREAT PYRENEES PUPPY AT LEAST ONCE PER YEAR, AS WELL AS NOTIFY SELLER IN THE EVENT OF DEATH OF THE GREAT PYRENEES PUPPY. IN THE EVENT THE GREAT PYRENEES PUPPY BECOMES ANY PORTION OF AN ESTATE, THE GREAT PYRENEES PUPPY SHALL IMMEDIATELY BE RETURNED TO THE SELLER, UNLESS THE SELLER APPROVAL IS GRANTED TO RE-HOME THE GREAT PYRENEES PUPPY TO A FAMILY MEMBER OF THE DECEASED AT NO COST, AND TO SIGN A NEW AGREEMENT WITH THE SELLER. IN THE EVENT BUYER SELLS THE GREAT PYRENEES PUPPY TO A NEW OWNER WITHOUT COMMUNICATION WITH THE SELLER, THE SELLER RESERVES THE RIGHT TO TAKE POSSESSION AND OWNERSHIP OF THE GREAT PYRENEES PUPPY.

## **6. INDEMNITY AND RELEASE**

IF ANY ACTION OR FAILURE TO ACT ON THE PART OF THE BUYER SHALL RESULT IN ANY CLAIM, SUIT, LOSS, DAMAGE, INJURY, DEATH, OR LIABILITY, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS AND TO PAY ALL OF SELLER'S COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES, ANY AMOUNT PAID IN SETTLEMENT AND ANY AWARD OR JUDGEMENT WITH RESPECT THERETO. BUYER RELEASES SELLER FROM ANY AND ALL LIABILITY, COSTS OR DAMAGES CAUSED BY THE GREAT PYRENEES PUPPY AFTER PLACEMENT WITH THE SELLER, INCLUDING BUT NOT LIMITED TO DAMAGE TO OR DESTRUCTION OF PROPERTY, AND INJURY TO ANY PERSON.

## **7. LIMITATION OF ACTION**

ANY ACTION OR CLAIM BROUGHT BY BUYER AGAINST SELLER FOR BREACH OF THIS AGREEMENT OR LOSS DUE TO NEGLIGENCE MUST BE BROUGHT WITHIN 1 (ONE) YEAR OF THE DATE SUCH CLAIM OR LOSS OCCURS. IF THE BUYER OR SELLER COMMENCES ANY LEGAL ACTION AS A RESULT OF THIS CONTRACT, BUYER AGREES THAT THE VENUE FOR SUCH ACTION SHALL BE IN SPRINGFIELD, GEORGIA. THE BUYER ASSENTS TO PERSONAL JURISDICTION WITHIN SUCH VENUE REGARDLESS OF THEIR PLACE OF RESIDENCE AND AGREES THAT ANY JUDGEMENT OBTAINED IS ENFORCEABLE WITHIN THE JURISDICTION THAT THEY RESIDE IN AS IF OBTAINED WITHIN THAT JURISDICTION.

## **8. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BU AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SPRINGFIELD, GA. IF AT AN TIME, ANY PORTION OF THIS AGREEMENT BECOMES ILLEGAL, THAT PORTION SHALL BECOME NULL AND VOID AS OF THE DATE OF THE NEW LAW. ALL OTHER PARTS OF THSI AGREEMENT SHALL REMAIN.

