

**Rolling Meadow Kennels & Canine Training TM**  
148 Bingham Industrial Dr., Denton, North Carolina 27239 USA  
Bus: (336) 859-5530 Cell: 336.963.0575 Web: www.rollingmeadowkennels.com

**Pre-Trained Adult Pet Dog (K-9) Sales Contract:**

This contract is made this \_\_\_\_\_2007, by and between,  
\_\_\_\_\_, (hereinafter referred to as "Buyer", whose address is  
\_\_\_\_\_, and Rolling Meadow  
Kennels & Canine Training, LLC. (hereinafter referred to as "Seller"), who agree as follows.

Sale of Dog: Buyer agrees to buy from seller, and seller agrees to sell buyer the following described dog.

Dogs Name: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Registration: \_\_\_\_\_  
Training: \_\_\_\_\_

**Payment Terms:**

Deposit and Payments are accepted in the following forms: Credit/Debit Card, Cashiers Check, Certified Check, Money Order, or Western Union. Credit/Debit Card payments will include an additional 3.0% of payment to cover fees). Cash is accepted, but only if Buyer is physically picking up the dog at the Academy.

A deposit in the amount of \$200 is required to Reserve an Available Pre-Trained Adult Pet Dog from Rolling Meadow Kennels & Canine Training, LLC. The deposit will be applied towards total purchase price.

Balance will be due no later than 1 week prior to shipping/delivery or on the day of delivery if Buyer is physically picking the Dog up.

The deposit is a promise to buy a Pre-Trained Adult Dog from Rolling Meadow Kennels & Canine Training, LLC. If for some reason the Buyer changes his/her mind on a Pre-Trained Adult Dog, they forfeit their deposit. If something should happen to the selected Pre-Trained Adult Dog or it is not available for health reasons, the deposit will be applied to another Pre-Trained Adult Dog, or a later Pre-Trained Adult Dog of Buyers choosing. The deposit and shipping/delivery fees are non refundable. The Buyer has read and fully understands the terms of this contract and agrees to comply with them. Buyer, by making the deposit, agrees in full to this agreement.

Delivery: The ownership of the dog shall pass to buyer upon delivery of the full amount of purchase price of the dog to seller on the delivery or pick up date.

**Rolling Meadow Kennels & Canine Training TM**  
148 Bingham Industrial Dr., Denton, North Carolina 27239 USA  
Bus: (336) 859-5530 Cell: 336.963.0575 Web: www.rollingmeadowkennels.com

Pre-Trained Adult Pet Dog (K-9) Sales Contract: (pg.2)

Limited Liability: Seller makes the limited warranty to the buyer

a. Health: Please read the following agreement. If you have any questions, please ask for clarification.

To the best of Sellers knowledge this Pre-Trained Adult Pet Dog is in good health at the time of delivery. The dog is warranted to be in good health at the time of delivery and was examined by a licensed veterinarian within 10 days of delivery date. The dog has had inoculation against Distemper, Hepatitis, and Parvo, is up-to-date on all shots including Heart Worm and fecal exam.

This health warranty extends until and including the 3rd day after delivery of the dog to buyer. Buyer has until the end of the warranty period, together with a LETTER FROM A LICENSED VETERINARIAN for confirmation of the dog's unsound health. If the dog is returned to seller during the warranty period, together with a letter from aforementioned Vet, which establishes that the dog was not in good health at the time of the delivery, the owner is entitled to A DOG OF EQUAL VALUE AND COMPARABLE QUALITY AND TRAINING. This is provided the dog is returned within the three-day period and is accompanied by a letter from the examining veterinarian stating in what respect the dog is unsound. This guarantee is void should the buyer fail to have the dog examined within the three day period, excluding weekends and Holidays.

Seller will not replace for any reason but not limited to allergy, mortality, landlord's disapproval, disagreement of family or any other problems not related to health. Nor for a dog's illness caused by neglect, exposure to weather, injury, choking, running away, poisoning, etc. No warranty or guarantee is made to the disposition, life-span, quality, or breeding quality of any dog.

Seller will not be liable for any expenses including but not limited to any veterinary bills, shipping, delivery, pick up or other expenses. Should a licensed veterinarian diagnose the dog with a life threatening genetic defect, having been there from birth, the Breeder will refund or replace the dog, within 90 days from the date of purchase. No replacement will at any time be made on a deceased dog until an autopsy is performed by a licensed veterinarian to determine cause of death. All expenses will be paid by Buyer of the dog. The autopsy will accompany any request for replacement. Hernias are excluded from this guarantee. The Buyer must contact the Seller immediately upon discovery of a genetic defect. Any delay in doing so, voids this guarantee. This guarantee is null and void upon any evidence of abuse or neglect, or if the buyer fails to maintain annual check ups with a qualified veterinarian. Proof of said maintenance must be furnished upon request of Seller

Your dog was examined by a licensed veterinarian within in 10 days of your Possession. It is your responsibility to continue your dog's annual health check or any time a problem is noticed. No guarantee is given for hypoglycemia (low blood sugar). This condition is not hereditary and is very preventable. If you have not been supplied with information on this condition, please ask for it. This guarantee is non-transferable to any other person except the Buyer.

**Rolling Meadow Kennels & Canine Training TM**  
148 Bingham Industrial Dr., Denton, North Carolina 27239 USA  
Bus: (336) 859-5530 Cell: 336.963.0575 Web: www.rollingmeadowkennels.com

Pre-Trained Adult Pet Dog (K-9) Sales Contract: (pg.3)

b. Title: Seller warrants that it is the lawful owner of the dog and that the dog is subject to no liens and encumbrances.

c. No Implied Warranties: Seller makes no implied warranties of merchantability and fitness of the dog for a particular purpose. All warranties are set forth in this paragraph. Any training of the dog performed by seller is covered by warranties set forth in the training contract of seller.

d. Deposits: Buyer shall be entitled to a credit toward a purchase for any deposit left with seller, but no refund of any deposit shall be made. That credit shall be honored for twenty four months from the date of the original contract.

e. Re-Sale: Any re-sale of the dog shall be buyer's sole responsibility. Seller will not accept responsibility for any re-sale, nor shall seller's warranties herein apply to any third party, but to original buyer only.

f. The above mentioned dog has been professionally trained by Rolling Meadow Kennels & Canine Training, LLC. It is Buyers responsibility to keep up with this training by consistent reinforcement (maintenance training).

Limitation of Remedy and Damages: Buyer agrees that its sole and exclusive remedy for any breach of this contract shall be REPLACEMENT OF THE DOG with one of equal value and comparable quality and training. Seller shall not be liable for consequential or incidental damages caused by any breach of this contract.

Disclaimer: Seller assumes no responsibility for the dog or its conduct after delivery to buyer. Buyer hereby acknowledges that a dog can be provoked to bite no matter the dogs breed or temperament. Buyer also acknowledges that any dog's behavior is subject to change, including but not limited to a change in personality, health, or character, and also including aggression, and therefore buyer hereby assumes all risk of any kind related to the actions or behavior of said dog, including but not limited to any acts of aggression. In acknowledgement of all of the above, buyer hereby releases seller from any liability for behavioral actions of the dog or the direct or indirect consequences thereof. It is further understood and agreed that no warranties or representations of any nature have been made to buyer except those contained in this contract. All dogs are sold "as is", except as expressly warranted in paragraph 4 above.

Governing Law: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

Arbitration: Buyer acknowledges that any and all disputes which might arise out of or from this contract, or for the service provided by seller, or as a result of any damages sustained on the property of seller, shall be settled by arbitration to be held in Denton, North Carolina.

Bill of Sale: Seller sells, assigns, and conveys all its right, title and interest in the aforementioned dog. Reserving for itself a purchase money security interest for any sale on credit as set forth in this contract.

**Rolling Meadow Kennels & Canine Training TM**  
148 Bingham Industrial Dr., Denton, North Carolina 27239 USA  
Bus: (336) 859-5530 Cell: 336.963.0575 Web: www.rollingmeadowkennels.com

Pre-Trained Adult Pet Dog (K-9) Sales Contract: (pg.4)

Entire Agreement: This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness, each party to this agreement has caused it to be executed at \_\_\_\_\_ (place of execution) on the date indicated below.

Handling Class Acknowledgment: (Sign One)

1) I have attended 4 obedience and etiquette training sessions with Barbara or Allen Simpson of Rolling Meadow Kennels & Canine Training, LLC., which is included in the purchase price of the aforementioned dog. The dog has performed obedience and etiquette commands to my satisfaction. I understand that if I have any problems with this dog's obedience or etiquette, I can contact Barbara or Allen for their professional advice for the life-time of this dog. I further understand that I can attend follow-up training sessions at the Academy at no additional charge for the life-time of this dog. Buyer \_\_\_\_\_  
Date \_\_\_\_\_

2) I have declined to participate in a training program and I assume the full risks of any failure to control the dog, any associated consequences, and all liability therefore.  
Buyer \_\_\_\_\_  
Date \_\_\_\_\_

On the date below we hereto set our hands and seals:  
I have read and understand all of the contract terms above, and have received a copy of the contract.  
Buyer \_\_\_\_\_  
Date \_\_\_\_\_

Printed Name Of Authorizing Agent \_\_\_\_\_  
Signature And Title \_\_\_\_\_  
Seller \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

For Rolling Meadow Kennels & Canine Training TM

Witness: \_\_\_\_\_ Date \_\_\_\_\_  
Witness: \_\_\_\_\_ Date \_\_\_\_\_  
Witness: \_\_\_\_\_ Date \_\_\_\_\_

Thank You for Choosing,

Rolling Meadow Kennels & Canine Training, LLC  
148 Bingham Industrial Dr.  
Denton, NC USA, 27239  
336-859-5530, website: www.rollingmeadowkennels.com