



PUPPY CONTRACT AND HEALTH GUARANTEE

BREEDER TO COMPLETE

Dam: _____

SIRE: _____

DATE OF BIRTH: _____

HOLD DEPOSIT: \$500

BALANCE DUE: \$1500

TOTAL PRICE: \$2000

NON-REFUNDABLE DEPOSIT AND PAYMENT TERMS: To be added to the Master Reservation List (MRL) for a Yorkshire Terrier Puppy, a \$500.00 deposit is required, with balance due when the puppy is ready for his/her new home. Buyer acknowledges that the Deposit is non-refundable in all circumstances, including but not limited to if Buyer decides s/he does not want or is no longer able to take the puppy. Buyer further acknowledges and agrees that (a) Breeder cannot control litter sizes, coloring and that the wait time for puppies can be longer than expected; (b) the Deposit gives Buyer a “pick” place, but does not guarantee a puppy or that Buyer’s preferences will be available when it is Buyer’s turn to pick; (c) pick places are given on a first-come first served basis and Buyer’s place in line is not negotiable; and (d) Breeder cannot and does not guarantee any specific qualities of the puppy when it becomes an adult. Breeder accepts payments of deposits in the form of money orders, Venmo, and cash. The final payment only in the form of cash, Venmo or money order. When a litter is born, and Breeder contacts Buyer, Buyer may elect to choose a puppy from that litter and be moved to that Litter Reservation List (LRL) or remain on the MRL. When contacted by Breeder to alert Buyer of a litter’s birth, Buyer will have 48 hours to select a gender and be moved to the LRL or inform Breeder that Buyer would like to remain on the MRL for a future litter. Should Buyer not make a decision or respond to us within 48 hours, Buyer’s name will remain on the MRL and Breeder will then contact the next Buyer on the list. All attempts will be made on Breeder’s part to contact Buyer. Once Buyer is moved to the LRL, if Buyer decides not to pick a puppy from that litter, Buyer will forfeit the deposit. Breeder reserves the right to first pick male and female from each litter. **DEPOSITS ARE GOOD FOR 24 MONTHS FROM RECEIPT OF DEPOSIT.** Any names on the MRL after 24 months of receipt of deposit will be moved to a Non-Active List (NAL). If moved to the NAL Buyer will not be contacted at the birth of each litter. Buyer must contact Breeder once ready and we will be moved to the MRL. Buyer’s re-placement on the MRL will be that of the date of contact informing Breeder that Buyer is ready to move forward. Buyer will not move up to the top of the list. Puppies will be available to be picked up on the Saturday that falls between the age of 7 and 8 weeks. Any puppy held after this day will incur a charge of \$15 per day.

 Buyer Initial that they have read and understand Deposit and Payment Terms

HEALTH WARRANTY: Breeder guarantees the puppy is of sound health. Breeder guarantees that the puppy is free from life threatening diseases and disabilities, to the best of Breeders knowledge, for 5 days after delivery to Buyer. Should life threatening disease or disabilities, which cannot be rectified, be discovered by the Buyer within 5 days of receipt of puppy, and attested to in writing to Breeder by Buyers licensed veterinarian, Breeder will provide Buyer with replacement puppy, or a full refund if a puppy is no longer available. Original puppy must be returned to Breeder before a replacement puppy or refund will be provided. Transportation and veterinarian fees are the sole responsibility of the Buyer. Viral, bacterial colds, Kennel Cough or parasite infections such as Coccidia or Giardia (bloody stools) which are easily treated are not covered in the health guarantee as they are natural things puppies can pick up. Umbilical Hernias also referred to as “outie” belly buttons, Entropion, and Cryptorchidism are not covered in the health guarantee as they are treatable. Tracheal collapse, which can be caused by using a collar instead of using a harness when going on walks, is not covered in the health guarantee as it is a preventable condition. Puppy will be assessed by a licensed veterinarian and are treated for parasites and given a vaccination for disease before they leave Breeder’s home. Breeder guarantees the puppy for five months from date of birth to be free from patellar luxation, Legg-Calve Perthes, and Intervertebral disc disease (IVDD) with the following exceptions: Puppy is NOT to undergo spay/neutering until AFTER 12 months of age, a certification of spay/neuter will be required. The certification of spay/neuter would also be required to verify the procedure was done after 12 months of age in the event of any of the following: the puppy should be diagnosed with patellar luxation, Legg-Calve Perthes, and Intervertebral disc disease (IVDD) within the first 8 months of life. Written test results from a certified radiologist is required for a replacement puppy or monetary refund. Breeder also reserves the right to have their veterinarian view the records and perform their own radiologic examination at the expense of the Buyer. Transportation and veterinarian fees are the sole responsibility of Buyer.

Buyer Initial that they have read and understand Health Warranty

GENERAL TERMS: The puppy will have been given all age appropriate shots, and deworming by the Breeder. Buyer agrees to immunize the puppy against diseases after they receive the puppy. Breeder will not be responsible for diseases contracted as a result of not immunizing the puppy with all veterinarian recommended vaccinations. Breeder recommends that Buyer purchase Pet Insurance the day puppy is brought home to help with any veterinary fees that the Buyer may incur. Buyer understands that any unforeseen circumstances can occur and veterinarian fees can be costly. Breeder will not pay for any veterinary fees. Buyer agrees to take on the responsibility of training the puppy. It is natural for a Yorkshire Terrier puppy to bark, chew, bite, play, dig, jump and need to be potty trained. It is the buyer’s responsibility to train and teach him/her how to act and to give them gentle consequences. Breeder is not a certified professional trainer. Breeder does not guarantee the temperament of puppy. Buyer agrees that they will not breed the puppy and that Buyer will spay/neuter the puppy. Male pups must not be neutered before 12 months of age and must be done before 24 months of age. Female pups should be spayed after their first heat cycle and before 24 months of age. Buyer will provide Breeder with proof of spay/neuter. Breeder will provide Buyer with all medical information that has been provided for the puppy.

Buyer Initial that they have read and understand puppy is NOT to be used to breed

This deposit holds a puppy from the litter of your choosing. Deposits are Non-Refundable. Breeder does not guarantee puppy timing availability or puppy gender. Breeder understands that everyone has a particular gender that they would prefer but guaranteeing a certain gender is not possible. Timing for

bringing a puppy home can be estimated, however, cannot be guaranteed. When a litter is born Breeder will contact Buyers, in order of deposit received. At that point, Breeder asks that you specify what gender from the litter or that Buyer would prefer to transfer to the next litter. Deposits can be transferred to future litters for up to 24 months of the date deposit was received. **Please indicate gender choice, knowing that it is not guaranteed. The selection made here is a preference only.**

 Buyer Initial that they have read and understand all General Terms

Governing Law: This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof.

GENDER PREFERENCE (Please circle one):			
MALE	FEMALE	UNDECIDED	NO PREFERENCE

By signing below, both Breeder and Buyer agree to the terms of this contract. Breeder's obligations are limited to those stated in this contract. Failure to follow the above contract per each section will result in "A Breach of Contract" and shall make that section of the contract null and void. This contract applies only to the original Buyer and is NOT transferrable.

Buyer's Signature

Date

Breeder's Signature

PLEASE PRINT

Buyer Name: _____

Buyer Name:

Address:

Address:

Phone number:

Phone number:

Email address:

Email address:

Breeder to Complete
Date Deposit Received: _____ Date Contract Received: _____

Breeder to Complete

Date Deposit Received: _____

Date Contract Received: _____