ACTION FARMS

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**PUPPY SALES AGREEMENT**

This Puppy Sales Agreement, (the "**Agreement**"), is entered into between ACTION FARMS, KALEB AND ERIN RODGERS("**Seller**"), and \_\_\_

(collectively the "**Buyer**" whether one or more, and together with Seller, the "**Parties**", and each, a "**Party**").

Buyer’s Physical Address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, Seller is in the business of breeding and selling certain breeds of puppies and dogs; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer a dog or puppy as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Dog or Puppy. Seller shall sell to Buyer and Buyer shall purchase from Seller the dog or puppy (hereinafter referred to as the Dog) as identified below and upon the terms and conditions set forth in this Agreement:

|  |
| --- |
| **Breed:** |
| **Birth Date:** |
| **Sex:** |
| **Microchip #:** |
| **Breed Registry:** |
| **Registration or Litter #:** |
| **Sire:** |
| **Dam:** |

1. Deposit, Fees, and Purchase Price. The Buyer will pay the following deposit, fees, and purchase price for the Dog:
2. Non-Refundable Deposit. A non-refundable deposit will be paid contemporaneously with the execution of this Agreement in the amount of: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Remaining Purchase Price. The remaining purchase price for the Dog will be $\_\_\_\_\_\_\_\_\_\_\_\_. The remaining purchase price must be paid in full prior to shipping of the Dog, or otherwise prior to or contemporaneously with the delivery of the Dog to the Buyer.
4. Shipping Fee. If applicable, the estimated shipping fee for the Dog (using the Buyer’s address as set forth above) will be $\_\_\_335.00\_\_\_\_\_. The shipping fee must be paid in full prior to shipment of the Dog to the Buyer and is subject to change. Seller will be notified of any changes in the estimated shipping fee.
5. Boarding Fee. In the event that the Buyer requests a delivery date for the Dog that is past eight (8) weeks from the Dog’s date of birth, the Buyer will pay a boarding fee for the Seller’s expense in keeping and caring for the Dog in the amount of $\_\_\_\_\_\_\_\_\_\_\_ per day from and after said eight (8) weeks. The boarding fee will be paid in full prior to shipping of the Dog, or otherwise prior to or contemporaneously with the delivery of the Dog to the Buyer. The boarding fee, if applicable, will be waived in the event that and to the extent that delivery is delayed by the Seller for any reason that is beyond the control of the Buyer.
6. Miscellaneous Fees. Any other miscellaneous fees, if any, are set forth below. If none, the following lines will be left blank:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Method of Payment. In addition to cash or certified funds, Seller may accept debit card or credit card payments or payments via PayPal as a convenience to the Buyer; provided that Buyer agrees that no chargebacks or disputes will be filed through a credit card company or financial institution for any reason, and provided that Buyer will pay Seller’s cost in processing the same.
2. Delivery. Seller in good faith anticipates that the Dog will be ready for delivery to the Buyer on and after: [10-6-2020] / [] / [\_\_], subject to confirmation that the Seller deems the Dog to be healthy enough to leave Seller’s possession prior to the anticipated delivery date. Unless the Buyer specifically requests delivery of the Dog by shipment, the Buyer will arrange for delivery of the Dog by pickup at the Seller’s address as set forth at the top of this Agreement by contacting the Seller via contact methods as set forth at the top of this Agreement. Delivery by pickup at the Seller’s address is strongly encouraged. In order to avoid boarding fees, the Dog must be delivered on or before: [10] / [6] / [2020\_\_]. However, the boarding fee, if applicable, will be waived in the event that and to the extent that delivery is delayed by the Seller for any reason that is beyond the control of the Buyer.

Delivery by shipment will only be made by shipment using the Buyer’s address as set forth at the top of this Agreement. If the Buyer’s address changes after the execution of this Agreement but prior to the delivery date, the Buyer is responsible for notifying the Seller in writing of such address change. In the event of an address change, the Shipping Fee will be adjusted by the Seller to accommodate the new address, and the Buyer agrees to pay the adjusted Shipping Fee upon notice by the Seller and prior to shipment of the Dog.

Delivery by shipment will be made via methods chosen by the Seller in Seller’s sole discretion as those methods that would be most humane and be best to ensure the health, safety and welfare of the Dog. The Buyer will strictly adhere to all instructions provided by the Seller for delivery of the Dog via shipping and receipt of the Dog via shipping.

Until such time as the Dog is delivered, the risk of loss of the Dog will be on the Seller. If for any reason Buyer fails to accept delivery of the Dog after Seller’s notice that delivery is ready or complete as the case may be, the risk of loss to the Dog shall pass to Buyer and the Seller may exercise any remedy available at law or in equity to mitigate Seller’s damages and to recover for the same.

Seller will not be liable to the Buyer for delay in delivery of the Dog in the event that the Seller, in its sole discretion, does not believe that the Dog is healthy enough to leave the Seller’s possession. The Buyer will not be responsible for any boarding fee in the event that delivery is delayed for health reasons related to the Dog.

1. Warranties and Parties’ Responsibilities. Seller is in compliance with all AKC regulations or any other breed registry regulations as applicable and makes every effort to ensure that the Dog is healthy at the time of transfer. Seller will not allow the Dog to leave until Seller is certain that the Dog is healthy enough and has passed a licensed veterinary health inspection, is free from any illness, and is eating well on its own. The Buyer MUST have the Dog examined by a licensed veterinarian (“vet”) within three (**3)** days of receiving delivery of the Dog to validate this guarantee. Notwithstanding the foregoing provisions, any exam performed by a vet belonging to the Banfield network (Petsmart/Petco) will VOID all warranties due to their reputation of financial abuse of new Dog owners. If Buyer’s vet finds the Dog “unfit” for sale upon this initial examination, the Buyer must provide documentation to the Seller and the Seller’s vet of choice. Failure to provide documentation will void all warranties. Upon Seller’s receipt of and verification of an “unfit” diagnosis pursuant to the terms of this Section, the Seller will replace the Dog within the next twelve (12) months with a Dog of equal monetary value. If the Buyer wishes to have a Dog of greater value, the Buyer may pay the difference in value to receive a Dog of higher value. Seller reserves the right to determine the monetary value of the Dog. It is the Buyer’s responsibility to return the Dog along with all registration papers and all other related items. **SELLER WILL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE BUYER TO COMPLY WITH THE PROVISIONS OF THIS SECTION.**

Seller warrants that the Dog has been given vaccines that were delivered to the Seller in cold pack and were immediately transferred to the Seller’s refrigerated storage until the vaccine was used and the coordinating label placed in the Dog’s vaccination record following the manufacturer’s instructions. All vaccines are NOT created equal; therefore, the Buyer or the Buyer’s vet may notice a different schedule has been followed according to the specific vaccination administered. Because overvaccination can cause serious health consequences, any vaccination given before the Dog is due for its next vaccine will VOID this guarantee in its entirety. All of Seller’s dogs have completed their regimen of immunization to their age appropriate vaccination schedule at time of delivery. It is the Buyer’s responsibility to set up an ongoing appropriate vaccination schedule with the Buyer’s vet. The Seller assumes no responsibility for any illness to other household pets resulting in being exposed to the Dog.

The Seller follows a very strict *preventative* worming schedule as listed in the Dog’s vaccination record. Seller cannot guarantee the Dog against illness or opportunistic parasitebrought on by the stress of moving (from Seller’s location to Buyer’s location), shipping, or motion sickness resulting from being transported. This stress can ignite illnesses and opportunistic parasites such as worms, hypoglycemia (sugar drop) or coccidia (dormant in most live animals), giardia, kennel cough, etc. Seller also does not guarantee the Dog to be “worm-free” as this is an on-going process that, once the Dog is out of Seller’s control, is the responsibility of the Buyer. Worms are easily and economically treated, and should they occur **SELLER WILL NOT BE RESPONSIBLE FOR ANY EXPENSES OR OTHER COSTS THAT THE BUYER MAY INCUR.**

If Buyer complies with all the terms contained within this agreement, then Seller warrants the health of the puppy for the first two (2) years of life against genetic hereditary life-threatening genetic defects involving the heart, liver, and kidneys. Life-threatening is defined as “a genetic abnormality/disorder that will eventually cause the early death of the dog with life expectance of less than 5 years either by the progression of the disease or by recommended euthanasia unless extensive medical care and surgery are preformed beyond the cost of said puppy. This guarantee is for the first two (2) years of life only, and all claims must be submitted before Dog’s second birthday. The puppy must receive Nuvet plus daily to ensure immune and joint health are optimal. If Buyer does not give supplement as recommended for the 2 years of the dogs life will void all warranties. The Dog must NOT breed before the age of two (2) years of life. Breeding of the Dog within its first two (2) years will void all warranties. Seller’s only liability and responsibility upon a valid warranty claim will be replacement of the Dog. If a replacement dog is deemed necessary during the warranty period due to an identified genetic life-threatening defect, the replacement will be made for the same or less value of dog, unless Buyer prefers to pay the difference for a more valuable dog. However, Buyer must return the original Dog along with all registration papers, immunization papers, microchip registration papers, etc. In the unlikely event that a death occurs, a necropsy must be performed by a licensed vet and a copy of the report forwarded to Seller for review by Seller’s vet before determining if a replacement is to be made. If the Seller’s veterinarian concurs that the puppy did indeed pass away due to a genetic defect, the Seller will replace the Dog as soon as one is available. All expenses are at Buyer’s expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement dog. If the Dog becomes ill and the Buyer has the Dog euthanized without the Seller’s prior consent, no replacement will be made. If the Buyer declines the replacement dog, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty on this Agreement.

An OFA X-ray must be taken between the ages of 24-25 months. If the Dog is found to show clinical signs of lameness and is then assessed by the OFA to be dysplastic, a replacement dog will be made for the same or less value of the Dog (unless Buyer prefers to pay the difference for a more valuable dog), at the Seller’s convenience. However, Buyer must return the original Dog along with a copy of the OFA assessment, the Dog’s original AKC registration papers, immunization papers, microchip registration papers, etc. All expenses are at the Buyer’s expense including the licensed veterinarian tests, professional diagnosis, as well as the return shipping and shipping of the replacement dog.

This Seller’s warranties do NOT cover any costs associated with spaying or neutering, nor do they cover injury or death from any routine surgical procedure. Further, the warranty does not cover any of the following conditions or minor flaws, including but not limited to: worms, coccidiosis, giardia, hypoglycemia, kennel cough, pneumonia, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non-life-threatening eye, skin, or tissue issues, allergies, over or under bites, herniations, a non-life-threatening open fontanel, non-life-threatening bone or joint disorders such as but not limited to luxating patellas and heart mummers that are not life-threatening, Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any dog. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any dog. In addition, Seller cannot guarantee that dewclaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking.

**EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE DOG, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

**THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.**

1. Additional Buyer Representations. The Buyer additionally warrants as follows:
2. That neither the Buyer nor any member of their household has been cautioned for or convicted of any breach of animal welfare law such as neglect, cruelty or abandonment.
3. That Buyer is purchasing the Dog for Buyer only, and not as an agent for a third party.
4. That the Buyer will not use the Dog for any illegal activities and that the Dog will not be used for any type of “puppy mill,” dog farm or other mass producing or money making operation.
5. First Right of Refusal. Buyer agrees that the Dog will never be sold, leased, or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the dog, wishes to sell, transfer ownership, or give the Dog away, the Buyer agrees to notify Seller immediately and Seller is to be given the first right of refusal. If Seller exercises this right, ownership shall be legally transferred to Seller and Seller will thereafter have no obligations to the Buyer. All registration papers, immunization papers, microchip papers, etc. must be returned with the Dog and cost of shipping, if applicable, shall be at Buyer’s expense.
6. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect notice to Buyer, if Buyer fails to perform or comply with any of the terms of this Agreement, in whole or in part. Termination of the Agreement by Seller will nullify and void all warranties.
7. Entire Agreement. It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.
8. Survival. Subject to the limitations and other provisions of this Agreement, any provision that, in order to give proper effect to its intent, should survive expiration or termination, shall survive the expiration or earlier termination of this Agreement.
9. Severability. In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.
10. Waiver. All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.
11. Assignment. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void.
12. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.
14. Choice of Law and Venue. This instrument will be construed and enforced under the laws of the State of Missouri. Any Alternative Dispute Resolution or legal action arising hereunder will be filed exclusively in the Circuit Court of Barry County, Missouri, and all parties consent to the venue of such Court.
15. Costs of Collection and Attorney Fees. If the Seller in its sole judgment deems it necessary to initiate collection procedures to collect any fees or expenses due pursuant to this Agreement, or to retain an attorney as a result of a breach or alleged breach of this Agreement, the Buyer will reimburse the Seller for all costs, including reasonable attorney fees, incurred by reason of collection or breach.
16. **Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.**
17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
18. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

**[SIGNATURE PAGE FOLLOWS – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Signature of ACTION FARMS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_8/30/2020\_\_\_\_\_\_\_\_\_

As agent for ACTION FARMS DATE

Erin Rodgers (BREEDER)\_\_\_\_\_\_\_\_\_

Print Name and Title

**Signature of Buyer(s)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

Telephone Number of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Additional Buyer Signature if Applicable)

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Signature DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name