

Puppy Contract

Breed: Yorkshire terrier-____

DOB: _____ Parents_____

Seller: Amber Cook, 321-591-5491 Melbourne FL, Ambercook0718@gmail.com Buyer: _____

This contract is between Amber Cook here in after referred to as "SELLER" And ______ here in after referred to as "BUYER(s)", for the sale and purchase of one ______ puppy born ______ for a total of \$_____.

The BUYER agrees to take this puppy to a licensed veterinarian of his/her choice within 72 hours of pickup for a physical examination. If the BUYER chooses not to have the puppy examined within 72 hours. The contract will become null and void for any refund of money or replacement puppy. The SELLER does NOT assume liability for any injuries made to the puppy following delivery due to buyer negligence. The SELLER guarantees this puppy to be of sound health and temperament at the time of this sale and free of any and all life threatening hereditary defects, or any defect, which would cause the puppy to be unfit as a pet to the buyer.

The BUYER agrees to take this puppy to a licensed veterinarian of choice within 72 hours of the purchase date for a physical examination, Should the puppy be determined in ill health, the cause of which is clearly attributable to the Seller, the BUYER must notify the SELLER within 24 hours of the diagnosis, the puppy may, upon signed written diagnosis from said veterinarian, be returned for refund of amount paid or a different puppy of equal value in a future litter. The SELLER will do their best to inform BUYER of any minor breed related, treatable, or correctable conditions. These conditions are not covered by the guarantee as they are not life threatening and considered treatable. Buyer understands and agrees that Breeder has no ability to accurately predict or Guarantee the future fitness of any particular Puppy for show or breeding purposes. Buyer understands that Puppy is purchased as being suitable as a companion dog but that no warranty should be considered to have been expressed or implied at any time about the Puppy's future fitness for show or breeding purposes. BUYER agrees that should the puppy expire within the first year of age DUE TO A LIFE THREATENING HEREDITARY OR CONGENITAL DEFECT and BUYER requests another puppy, a necropsy should be performed on the puppy and a written statement be provided to the SELLER with the exact cause of death. If it is determined that the puppy expired due to negligence of the SELLER, a replacement will be provided at no additional cost to the BUYER. BUYER agrees to return any registration papers from the previous puppy to SELLER before a replacement puppy can be provided.

Veterinarian charges, shipping cost and expenses will be paid by the BUYER. SELLER will not be responsible for any of these costs.

BUYER agrees to provide a comfortable environment, prompt medical attention, proper grooming and responsible care. This includes providing yearly examinations and any other customary procedures necessary to assure good health. The SELLER has done everything possible to produce healthy sound puppies in regards to diet, exercise, socialization and veterinary care. Our puppies receive deworming at 2, 4, 6, and 8 weeks, Coccidia and Parasite preventative at 5 and 7 weeks and their first set of shots at 8 weeks.

The BUYER will ensure this puppy receives the proper vaccinations as suggested by a licensed veterinarian. A record of vaccination history is supplied to BUYER at the time of sale. It is NOT recommended to give the Leptospirosis vaccination.

Puppies change as they mature, the SELLER does not guarantee color, size, conformation, coat, quality, disposition, bite, show quality or breeding quality after said puppy is in the care of the BUYER. The SELLER can offer no further guarantees once the care of the puppy is no longer under their control. Our puppies and dogs are considered "Pet Quality".

If The SELLER agrees to "FULL Registration" it will be stated on this agreement and the BUYER will be given FULL breeding rights.

The BUYER hereby agrees that if at any time the BUYER cannot take proper care of the puppy, the BUYER will contact the SELLER and the SELLER will have the first choice to either: Take the PUPPY back (The SELLER will always accept the dog/puppy back at no cost to the SELLER), or Assist the BUYER in finding a suitable home for the puppy, or The BUYER may find a suitable home at the approval, by written consent, of the SELLER. The BUYER agrees that he/she will not sell, transfer ownership or possession of the puppy or any of his/her progeny to any person or organization whose intent is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a puppy mill.

NOT COVERED

Not covered - internal or external parasites, hernia, undescended testicles, under or overbite, injury, allergies, heat exhaustion, or hypoglycemia. These are common ailments in young puppies with immature immune systems. We do Not cover luxating patellas. Not covered is collapsing trachea. Luxating patellas can be caused by injury and overworking the joint in the first year of life. Collapsing trachea is not covered because it can be caused by injury and the use of a collar. Not covered is Leg Calve Perthes - the cause is unknown. The Buyer waives any and all liability in relation to these. **After 1 week (7 days) of being with BUYER** Under no circumstance will the Buyer be refunded any money for any of these conditions: Coccidia, Giardia, hookworm, whipworm, or any type of parasite is NOT COVERED. We do not cover Mites or external parasites. The Buyer understands and agrees to the NOT Covered agreement.

Not covered - we do not guarantee any puppy to test as purebred with any of the companies that offer breed type testing. These have been found to be extremely inconsistent. The testing can come back impure even when both parents test as purebred. The testing companies themselves admit that it is not 100% accurate. We cannot guarantee an accuracy that these companies themselves cannot guarantee. The Buyer acknowledges that if they perform any of these tests and the result come back on the puppy as not 100% breed type, they will not seek any type of refund or benefit due to genetic breed testing results.

in order to create what's referred to as exotic patterns and colors for example Kb's, Merles, Dark chocolates, Brindles and a few others referred to as 'exotic'...at some point in their lineage there was some other breeds bred in to give Yorkies these colors and coat patterns. Over time by breeding these exotic colors back to purebred Yorkies those percentages of other breeds will go down. NONE of these dogs will test 100% Yorkie because of this! My goal is Health and Quality.

The SELLER neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the SELLER and BUYER with respect to this sale. The BUYER'S signature below indicates that he/she has read, agrees and understands all the conditions of the Sales Agreement and Contract of Sale. This agreement applies to the original puppy only and is non-transferable to a second party.

Puppy is being sold with ______ REGISTRATION.

\$_____ Non-Refundable holding fee will be Paid via Zelle or PayPal. Remaining Balance of \$_____, will be paid in cash/in full by _____. If BUYER makes payments in between an updated contract reflecting changes will be sent to BUYER.BUYER agrees that if he/she cannot have puppy, any payments made toward pup are non-refundable. Puppies will be ready to move in with BUYER after Florida Health Certificates are passed through a licensed veterinarian. Puppy will be released to SELLER with Health Certificate, Dew Claws removed, Tail Docked, _____ Registration forms, puppy package, and basic care for grooming.

Buyer Signature:	Date [.]
buyer Signature. <u>.</u>	Date:

Seller Signature: _____ Date: _____