## **Puppy Sales Contract – Limited Registration**

This is a binding contract between Becky Rigsby – Gulf Coast Cavaliers and Buyer

<u>Breeder</u> <u>Buyer</u>

Name: Becky Rigsby Name: Email: gulfcoastcavaliers@yahoo.com Address:

Telephone: 601-273-2003 Email:

Website: www.gulfcoastcavaliers.com Telephone:

Dog Details (Puppy)

Call Name:

Gender:

Breed: Cavalier King Charles Spaniel

Date of Birth:

Color:

Dam Details

Registered Name:

Breed: Cavalier King Charles Spaniel

Registration Number:

Sire Details

Registered Name

Breed: Cavalier King Charles Spaniel

Registration Number:

### **Terms and Conditions**

#### 1. Registration

- **1.1.** The Breeder certifies that this puppy was bred in accordance with the AKC registration requirement for purebred dogs.
- 1.2. The Breeder has applied to the AKC for Litter Registration and individual papers for your Puppy will be issued directly to you or supplied with the Puppy if already obtained. Papers will be provided within 45 days of sale (dependent upon AKC processing times).
- 1.3. The Buyer agrees that if, at any time during the life of the Puppy, you are unable to keep the Puppy then ownership of the Puppy reverts to the Breeder AT NO COST and the Breeder will make the necessary arrangements to find a suitable new home.

#### 2. Limited Registration

- **2.1.** The Puppy is being sold with Limited Registration.
- **2.2.** Under Limited Registration the Puppy is not able to compete in Obedience, Agility and the Conformation Show Ring.
- 2.3. Under Limited Registration the Puppy is not allowed to have offspring registered with the AKC or any other relevant State/Territory body providing other requirements as a Breeder are met.

#### 3. Health Guarantee

- **3.1.** The Breeder certifies that the Puppy is, to the best of their knowledge, healthy at the time of sale.
- 3.2. The Breeder certifies that both parents have been health tested prior to breeding. Every effort has been made to ensure the Puppy is healthy, socialized and well raised prior to sale.
- 3.3. The Breeder will provide vaccination, health background and worming details to the Buyer.
- **3.4** The Breeder will provide information on breed management, diet, exercise, grooming and copies of both parents pre-breeding health checks.
- 3.5. Within 7 Days of Sale: If the Buyer changes their mind or circumstances change, the Puppy (including all documents, medication, food and other materials provided by the Breeder) may be returned to the Breeder for 50% refund.
- 3.6. Within one year of Sale: If the Puppy is determined to have a major health defect, the Puppy may be returned to the Breeder for a Full Refund (100%). All documentation, including vet notes and tests to be provided to seller. Seller retains right to have diagnosis verified by vet of her choice. This refund policy does NOT cover death due to neglect, abuse or misadventure.
- 3.7. This Guarantee does NOT cover Cherry eye, allergies, undescended testicles, stenotic nares, hernia, or dermatitis. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Cavalier King Charles breed and understands the health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.

#### 4. Buyer's Representation

- **4.1.** Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- **4.2.** Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- 4.3. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- 4.4. Buyer will not sell, give, or release the Dog to pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility
- **4.5.** In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.
- 4.6. Should the Buyer be unwilling or unable to fulfill any of the above provisions, or if any local authority seizes the dog as being neglected or abandoned, the Breeder retains the right to reclaim the Puppy without compensation.

#### 5. Deposit, Payment of Purchase Price & Fees

- **5.1.** Buyer to pay a deposit of \$250.00 at time of signing contract with payment of the balance of \$2500 due upon release of puppy to buyer. The expected delivery date is as such as the puppy reaches safe weight to leave mother. Payment of the balance may be made by cash, cashier's check, money order, Venmo (no charge if money sent as personal rather than purchase), Zelle (no charge), PayPal (3.75% surcharge applies). \$150.00 discount for cash payment.
- 5.2. Buyer acknowledges deposit is non-refundable after puppy reaches the age of 6 weeks
- 5.3. Buyer can be put on future litter wait list and deposit transferred if reserved prior to birth and color/sex desired not available.

#### 6. Indemnity and Release

- **6.1.** If any action or failure to act on the part of 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 the liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.
- **6.2.** Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

# Signatures

Becky Rigsby	·	
Becky Rigsby - Gulf Coast Cavaliers Full Name	Date	
Becky Rigsby		
Becky Rigsby - Gulf Coast Cavaliers Signature		
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Buyer Full Name	Date	
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Ruyer Signature		