



# Darla's Legacy Red Standard Poodles

Shari Winston - 15550 NW 20th Ave. Trenton, Florida 32693

Telephone:(352) 678-2868

## SALES CONTRACT, GUARANTEE & HEALTH WARRANTY

Buyer's Name: \_\_\_\_\_ Primary Contact Number: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_ Other Contact \_\_\_\_\_

Requesting Extended Care?(See section 3a. of this agreement for details). Y\_\_ or N\_\_ How long? \_\_\_\_\_

**(Breeder)** \_\_\_\_\_ EXTENDED CARE APPROVED FOR: \_\_\_\_\_

<b>Microchip #:</b> <small>To be filled in by breeder</small>		<b>Date Chipped:</b> <small>To be filled in by breeder</small>
<b>Breed of Dog:</b> Standard Poodle	<b>Requested Sex:</b>	<b>Breeder: Darla's Legacy Red Standard Poodles</b>
<b>Date of Birth:</b> <small>To be filled in by breeder</small>	<b>Requested Color:</b>	<b>Puppy Identifier:</b> <small>To be filled in by breeder</small>
<b>Litter of Dam &amp; Sire:</b> <small>To be filled in by breeder</small>		

### \*BUYER (Section to be completed by buyer)

<b>Total Amount of Purchase. Please agree to price by initialing.</b>	<b>Amount</b> \$3,000.00	<b>Buyer's Initials</b> _____
<b>Buyer Agrees to a Non-Refundable Deposit by initialing and understands that agreement is not binding until deposit is received by breeder &amp; this will hold your spot for a puppy.</b>	<b>Amount</b> \$500.00	<b>Buyer's Initials</b> _____
<b>BUYER AGREES TO REMAINING BALANCE &amp; DUE DATE OF THE REMAINING BALANCE AFTER DEPOSIT.</b> <b>*Balance Due 14 days Prior to pick up of the puppy at 8 weeks of age.</b>	<b>Amount Remaining</b> \$2,500.00	<b>Buyer's Initials</b> _____

### \*TO BE FILLED IN BY BREEDER

<b>Sent Non-Refundable Deposit? (Circle) Y N</b> ID# _____ <b>(Check one)</b> <input type="checkbox"/> Check & # _____ <input type="checkbox"/> Credit Card <input type="checkbox"/> Venmo <input type="checkbox"/> Other _____	<b>Amount</b> \$500.00 <b>Date Received</b> _____	<b>Breeder's Initials</b> _____ <b>of receipt</b>
<b>Remaining Balance Paid? (Circle) Y N</b> ID# _____ <b>(Check one)</b> <input type="checkbox"/> Check & # _____ <input type="checkbox"/> Credit Card <input type="checkbox"/> Venmo <input type="checkbox"/> Other _____	<b>Amount</b> \$ 2,500.00 <b>Date Received</b> _____	<b>Breeder's Initials</b> _____ <b>of receipt</b>

## AGREEMENT

### 1. DEPOSIT REQUIREMENTS:

- a. A \$ 500.00 non-refundable deposit will hold your spot for a puppy, if for some unforeseen circumstance we cannot provide the puppy of your choice in the current litter, or you need to postpone, the deposit may be transferred to a future litter of puppies. After 3 litter options are offered and turned down, the agreement is void and the deposit will be non-refundable and no longer be valid towards another puppy or litter option.

### 2. PAYMENT:

- a. Final payment is due two weeks prior to picking your puppy up or having the puppy transported at 8 weeks of age. Final payment in the form of personal check must be mailed one month prior to pick up. Failure to comply with these terms will result in the purchaser's deposit being forfeited and breach of contract. We only accept cash or Venmo at the time of pickup.

### 3. DELIVERY OF PUPPY:

- a. **Extended Care** is available upon request only. Puppies are released to their forever homes at 8 wks. of age, the time beyond this that I care for them is considered extended care. A request for extended care must be done prior or no later than 4 weeks of age or at the time of signing the agreement when taking into consideration the expected due date of the litter. If approved, Extended Care is \$25.00 per day. Seller has the right of refusal to extended care.
- b. Buyer is responsible for the coordination and fees related to picking up their puppy. We can assist with offering ground and flight nannies with signed waiver, please inquire if needed. We can work with your shipper upon request. Puppies are released to the new owner at **8 weeks** of age. Buyer must pick-up or have shipped the puppy at 8 weeks of age. If puppies are beyond **8 weeks** of age for pick-up the breeder will charge the buyer \$25.00 a day thereafter up to **10 weeks** of age at which time the contract will become void and deposit will be non-refundable. **The exception** - If buyer and seller previously entered into an extended care agreement. Please note a waiver **MUST** be signed prior to the release of puppy into any transporters care.

### 4. GUARANTEES/WARRANTY:

- a. **7-Day Health & Vaccination Guarantee** - This puppy is guaranteed to be in good health and has been vaccinated and de-wormed properly for the puppy's present age. The Breeder will provide accurate health records on the purchased puppy. **This guarantee is warranted to the original purchaser for seven days. After 7 days the Breeder accepts no responsibility to guarantee.**
- b. **2 Year Guarantee** - This puppy is guaranteed to the original buyer for **(2) two years against hereditary/genetic diseases after such time the Breeder accepts no responsibility to guarantee.**
- c. **3-Day Warranty** - The buyer must have the puppy examined by a licensed veterinarian within three days. (Breeder is not responsible for veterinary cost.) Should the veterinarian find this puppy to have a serious life-threatening illness or disease, (excluding, parasites or coccidian) breeder will replace it with another puppy of equal value, when available. Guarantee is void on replacement puppies if defects are found after 3-day warranty. **NO** refund or replacement puppy will be issued after 3 days. It is your choice to keep the puppy or get a replacement puppy.

- i. **Breeder must be notified of veterinarian's findings no later than 3 days after purchase of puppy with documented proof of illness from a licensed veterinarian including contact information and licensure for the veterinarian.**
  - ii. **The purchased puppy must be returned to Breeder and accompanied with the original documented proof of illness from a licensed veterinarian including contact information and licensure for the veterinarian. Puppy must be returned to Breeder within 7 days after final pick up of puppy unless a mutual arrangement in writing with Breeder has been coordinated and agreed upon. Failure to return the puppy within the contract term of 7 days or an agreed upon time will result in buyer breaching this contract and it will become void. (Breeder not responsible for transportation costs or any other related fees.)**
  - iii. **Breeder reserves the right to have the puppy returned and examined by a licensed veterinarian of their choice to verify and confirm diagnosis of puppy before replacing it. If failure to justify return of puppy by a legal licensed veterinarian or breeder's veterinarian does not concur with buyer's veterinarian all sales are void and the buyer will forfeit their initial deposit and will receive a 50% refund of the remaining balance paid after deposit, this will be based on no evidence, no proof of illness or breeder's veterinarians' disagreement with the illness of puppy.**
  - iv. **3-Day Warranty COST COVERAGE EXCEPTION; Breeder will cover umbilicalhernias and undesirable bites only, with up-to \$150 for repair as needed. This is only covered in the 3-day warranty and must be confirmed by a veterinarian with documented proof of illness from a licensed veterinarian including contact information and licensure for the veterinarian.**
- d. **NO Guarantee** - We cannot guarantee color or show quality but we can give our best-educated and honest opinion. We breed for the love of the Poodle in mind, every effort has been made by the breeder to produce a litter both physically and mentally healthy, still some things are in Mother Nature's hands.

## **5. DOG SAFETY:**

- a. The dog received by way of this agreement is NOT to be sold, traded, re-homed or reside with anyone other than the owner of the dog that is stated on this agreement and you must notify the seller if you can no longer care for and home the dog. The dog is to be returned (with no refund or money exchanged) for full evaluation and it will be up to the breeder to place said dog in an appropriately vetted home.
- b. The dog in this agreement is sold as a pet only and can NOT be put into any situation that would put the dog in harm or danger. If done contract is null and void and could result in court cost and loss of the dog.
- c. If the buyer moves, buyer is required by contract to notify seller/breeder of new address where dog resides.
- d. Puppies are not sold on a trial basis, please be committed for the life of this dog. If a situation arises where you cannot keep this dog you must contact me to make arrangements for return. Please know that NO refunds or exchanges will be given.
- e. If dog is needing to be returned at any point the owner is responsible to obtaining a health certificate ( including snap test to giardia and parvo along with standard fecal float )from a licensed veterinarian within 2 days of return date to ensure dog is healthy and up to date on all vaccines and routine care. All documentation must be surrendered with the dog upon return.

## 6. DISCLAIMER:

It is required that you find a reputable veterinarian to keep this puppy up to date on vaccinations and health issues. Breeder assumes no responsibility for the puppy after it leaves the premises, for medical expenses, family disputes, or any other problems you have not thought out. I do not pay veterinarian bills or transportation costs under any circumstances. Please consider all the pros and cons of adding a puppy to your life before you purchase this new member of your family! Please know the breed or research the breed BEFORE buying the puppy. It takes good breeding AND good dog owners to get good dogs! We have done our part; you must do yours to keep your puppy safe, healthy and happy. Thank you! I do suggest a puppy training class for you so that you know how to handle your puppy as sometimes they are too smart and will train you.

**In order to Protect, Strengthen and Support your Healthy puppy, I totally recommend a daily supplement. I give all my dogs NuVet Plus and they are all healthy and receive the nutrients they need to maintain a healthy lifestyle. Studies have shown that when a puppy receives antioxidant supplement such as NuVet, immune response to vaccination dramatically improves. NuVet vitamins will strengthen your dog's immune system and I highly recommend it. Go to [www.nuvet.com/973138](http://www.nuvet.com/973138) or call 1 (800) 474-7044 to order your supply. Please use code: 973138.**

I understand by signing this agreement it becomes a binding contract, and I acknowledge that I have read, understood and agree to the conditions of this sales agreement. I agree if I breach this contract and legal action is required it will be processed in breeder's state and county. I also agree and understand that all legal cost and related fees will be my responsibility and paid in full by me. This agreement is an original template and must not be altered from its original version and if altered will not be binding. All alterations or amendments to original template require the initials from both parties. All amendments to this agreement must be in writing and signed by both parties.

## 7. REGISTRATION TYPE – LIMITED REGISTRATION ONLY

- a.  **LIMITED REGISTRATION - BREEDER'S INITIALS** SW **\*\*Buyer's Initials** \_\_\_\_\_
- i. Must Spay/Neuter by 8-12 months of age if not done, the Breeder has the right to collect the puppy and have it Spayed/Neuter at the Buyer's expense. **\*Note** females may go into heat as young as 9 months of age.
- ii. For Limited registration: Buyer will receive AKC registration papers that specify limited registration which indicates the dog can not reproduce. Dogs can be spayed/neutered between 8 -12 months, but NO later than 12 months of age.
- iii. **FORM** - The form found on the last page of your contract must be received from your veterinarian's office directly via email to [fourcrowsfarms@gmail.com](mailto:fourcrowsfarms@gmail.com) at the time of Spay/Neuter.

### Contact Information:

**Breeder:** Shari Winston

15550 NW 20th Ave. Trenton, Florida 32693

Telephone: Telephone:(352)678-2868

Email: [fourcrowsfarms@gmail.com](mailto:fourcrowsfarms@gmail.com)

Website: [www.darlasredstandardpoodles.com](http://www.darlasredstandardpoodles.com)

**Signature of Breeder:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contract is non transferable if done all is Null and Void by signing this it is all agreed upon. This contract is between two parties to be dated and signed. By signing you agree that you are 18 years or older and of sound mind to agree to the terms of this agreement. If found untrue the breeder may void contract.**

**Printed name of Buyer:** \_\_\_\_\_

**X**Buyer's Signature: \_\_\_\_\_ Date \_\_\_\_\_

**(Electronic Signatures are accepted and binding. Reservations are completed when the breeder receives this signed contract and a confirmed receipt of a \$500.00 deposit.)**

## About You - Questionnaire

Please answer the following questions to help us learn a little about you so we can better assist you in matching you with your forever puppy.

1. Why have you chosen this breed? \_\_\_\_\_
2. Will you keep your dog in a crate? \_\_\_\_\_
3. Have you owned a dog before? \_\_\_\_\_
4. Do you have a fenced in yard or near by dog park? \_\_\_\_\_

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5. What other pets do you own now, if so, list breed type and how many?  
\_\_\_\_\_
6. Are there any children in your home, if so, how many & their ages?  
\_\_\_\_\_
7. Do you have stairs in your home? \_\_\_\_\_

### YOUR EXPECTATIONS

What kind of dog is best suited for you? The well-trained dog begins with some idea of what role the dog is expected to play in your life and then selecting a dog that is suitable for the job. Please circle the best answer for each question.

1. What is your reason/s for selecting to purchase a dog? \_\_\_\_\_
  - a) Companionship
  - b) Playmate for the kids
  - c) Protection
  - d) A special activity, such as hunting, herding, breeding, showing in conformation, or competing in performance events
2. How active would you want your dog to be? \_\_\_\_\_
  - a) Calm
  - b) Active
  - c) Very Energetic
3. What disposition are you looking for in a dog? \_\_\_\_\_
  - a) Independent & Confident
  - b) Self-Confident & In Charge
  - c) Very Outgoing & Energetic
  - d) Docile & Laidback
  - e) Shy & Submissive

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELECTING YOUR FOREVER PUPPY** - At the age of 7 weeks we will perform what is puppy aptitude testing? The Volhard "Puppy Aptitude Test" or "PAT" was created by Jack and Wendy Volhard as a way to test behavioral tendencies and predict what a puppy will be like as an adult also commonly called a "Puppy Temperament Test" or "Puppy Personality Test". After we test and evaluate each puppy, we will select the puppy or puppies that best match your answers to the questions (**above**) on this application.

# Spay & Neuter Requirement Form

As a responsible breeder it is required of me to track all offspring from my breeding program. This form is to be filled out by the Veterinarian who performs the surgery and to confirm the spay or neuter of your dog. Only the Veterinarian can fill out the bottom portion of this form. Please have them fill out this form completely and email this form from their office only to [fourcrowsfarms@gmail.com](mailto:fourcrowsfarms@gmail.com).

## OWNER'S PRIMARY CONTACT INFORMATION

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner's Printed Name: \_\_\_\_\_

Owner's Signature

to release this information: \_\_\_\_\_

\*\*\*\*\*  
(This section to be filled out by **Veterinarian Only**)

Dog's Name: \_\_\_\_\_ Microchip# \_\_\_\_\_

Date of Spay/Neuter Surgery \_\_\_\_\_

Veterinarian's Printed Name: \_\_\_\_\_

Veterinarian's Signature \_\_\_\_\_

*(ORIGINAL SIGNATURE NO STAMPS)*

Today's Date: \_\_\_\_\_