

SALES AGREEMENT

This agreement made on this _____ day of _____, _____ between the parties listed below is for the sale of a companion quality dog. The agreed upon price is \$_____. Both parties certify that they are freely entering into this agreement without reservation and further agree to be bound by the conditions and warranties stated herein.

Seller Information:

Name	Melanie LaPoint
Address	
City, State, Zip	
Phone	
E-mail	melanielapoint@gmail.com

The above hereinafter referred to as the "Seller" and is a party to this agreement.

Buyer Information:

Name	
Address	
City, State, Zip	
Phone	
E-mail	

The above hereinafter referred to as the "Buyer" and is a party to this agreement.

Dog Information:

Name	
Gender & Breed	
DoB & Reg #	
Microchip #	
Sire	
Dam	

The above hereinafter referred to as the "Dog" and is the subject of this sales agreement.

Buyer's Initials certifying that they have provided true and correct information:

Seller's Initials certifying that they have provided true and correct information:

Terms and Conditions

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$_____, with payment of the balance of \$_____ due no later than 3 business days before Buyer takes possession of the Dog. Payment of the balance may be made by cashier's check or wire transfer only, no other forms of payment will be accepted.

Buyer assumes all responsibility for any bank fees, money transfer fees or returned check fees as they relate to the agreed upon payment for purchase of the Dog.

Buyer acknowledges and agrees that they forfeit any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason.
- (b) Buyer fails to pay the balance of the Purchase Price by _____.
- (c) Buyer provides false information.

Seller reserves the right to cancel the sale of this Dog for any reason. Should the Seller decide to cancel the sale, any monies received towards the purchase of the Dog will be refunded to the Buyer in full within 30 days of the cancelled sale. In the event of a cancelled sale, Seller shall be free to sell the Dog to another party.

2. Purpose

This Dog is sold as a pet/companion animal only, and as such, no warranty is made as to the suitability of this Dog for any other purpose. This Dog is not to be used for breeding and it is strongly suggested that the Buyer have this Dog spayed/neutered within 24 months of taking possession. The Buyer assumes responsibility for appropriately training the Dog to fit into their household. No warranty is made regarding behavior of the Dog or of house training, command response or nuisance barking. These are all aspects of dog ownership and fall entirely under the responsibility of appropriate training being done by the Buyer. The Seller recommends the Buyer enroll and participate in a basic obedience class with the Dog after the completion of the Seller's recommended vaccination schedule.

3. Registration

The Seller guarantees that the parents of this Dog are registered purebreds of the breed noted on Page 1, and has provided the pertinent registration information solely for the purpose of identifying the Dog being sold. The Buyer will not seek to register the Dog in any manner with any organization without written release from the Seller. The Seller reserves the right to retain any and all registration of this Dog in her own name, and to choose the registered name of record for the Dog. The Buyer does hereby forfeit any and all claims to receive registration papers for this Dog under this agreement until and unless all of the following conditions are met:

- (a) The Dog has been Spayed/Neutered within 24 months of the Buyer taking possession.
Proof of altering surgery from the veterinarian who performed the procedure is required.
- (b) The Dog has not been bred.
- (c) The Dog has been vaccinated according to the schedule recommended by the Seller, and/or applicable laws. Proof of vaccination from the veterinarian who provided the service is required.
- (d) The Dog has a wellness exam at 12 months of age by a licensed veterinarian and a copy of the report is sent to the Seller within 30 days of the exam.
- (e) The Buyer has not otherwise violated any other provision of this agreement.

Terms and Conditions

4. Health Guarantee - Required State Statute

The Seller guarantees that this Dog is in good health at the time of sale and is providing a copy of a health certificate which was done no more than 7 days before the date the Buyer takes possession. The Buyer must have the Dog examined by a licensed veterinarian within 14 calendar days of taking possession. If at this initial exam the veterinarian finds that the Dog is diseased or has a congenital disorder, the Buyer has 2 business days to inform the Seller and return the Dog to qualify a claim for full refund. This is pursuant to Massachusetts statute 330 CMR 12.00 and the Seller is required by law to make the Buyer aware of this statute.

5. Health Guarantee - Conditional

The Seller guarantees this Dog to be free of hereditary defects which would adversely impact the health and well-being of the Dog. Should such a condition be found at any time, the Buyer must notify the Seller within 2 business days and provide copies of all associated veterinary records. The Seller reserves the right to obtain a second opinion at her own expense within 30 days of notification. Should it be confirmed that the Dog is affected by a serious and irreparable hereditary defect as described, the Seller will issue a refund of the purchase price. In the event of the death of the Dog, a formal necropsy is required and results must be submitted to the Seller accordingly. If the confirmed defect is serious but not life-threatening and can be repaired, then a refund in the amount of the cost to repair the defect up to but not exceeding the purchase price of the Dog will be issued. Any refund will be issued within 45 days of the Seller receiving confirmation. The warranty of this provision does not include any condition which is deemed by a veterinarian to be a normal aspect of a geriatric age, communicable disease or conditions related to an injury. This warranty is only valid if the following conditions are met, and proof therein is provided to the Seller:

- (a) The Dog *is not* Spayed/Neutered before 12 months of age.
- (b) The Dog *is* Spayed/Neutered within 24 months of purchase.
- (c) The Dog has never been bred.
- (d) The Dog is fed a premium quality commercial kibble or balanced homemade diet.
- (e) The Dog has been vaccinated according to the schedule provided by the Seller.
- (f) The Dog has not been allowed to become obese or malnourished.
- (g) The Dog has had yearly wellness exams by a licensed veterinarian.
- (h) The Dog has not contracted heartworm or any preventable disease.
- (i) The Buyer has not violated any other provision of this agreement.

6. Return Policy

Should the Buyer at any point in the Dog's life be unable or unwilling to keep the Dog, the Buyer must notify the Seller within 2 business days and make every effort to return the Dog to the Seller. The Dog needs to be returned to the Seller with all of the original records and registration papers (if any) in order for the Buyer to receive a refund. Any refund issued will be based on the health and condition of the Dog at the time of its return, and at the discretion of the Seller.

7. Non-Breeding Provision

The Buyer does hereby agree to not allow this Dog to be used for breeding whether intentional or accidental. The Buyer further agrees that any violation of the non-breeding terms of this agreement would constitute a breach of contract. Should such a breach occur at any time then liquidated damages in the amount of the difference in price between companion and breeding animals will be assessed. The difference in price is declared as triple the amount of the purchase price stated on Page 1 of this agreement. Any resulting offspring produced by this Dog will not be registered by the Buyer or an Agent acting on his behalf with any organization.

Terms and Conditions

8. Legal Disclaimer

The Buyer assumes full financial responsibility for the Dog from the moment the Buyer takes possession. The Buyer holds harmless the Seller from any claims of liability of damages whether real or perceived which might be caused by the Dog or the Buyer's negligent keeping of the Dog. The warranties this agreement provides only apply to the original Buyer and are not transferable if the Buyer sells or gives this Dog to another party. The Buyer certifies that they are purchasing this Dog for themselves and not acting as an agent to purchase the Dog for anyone else.

Seller warrants that she is the lawful owner of the Dog at the time of sale, that the Dog is free from all encumbrances and that she has the right to sell the Dog. Seller will defend the title to the Dog from all lawful claims and demands. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect. This contract shall be governed by the laws of the Commonwealth of Massachusetts, and both parties agree that should a dispute arise, the venue will be limited to the courts of Worcester County, Massachusetts. If either party brings an Action to enforce their rights under this agreement, the prevailing party may recover damages and/or expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

The terms of this contract constitute the entire agreement between the Buyer and the Seller at the time of sale. This Agreement shall not be amended or modified except by both parties in writing and signed in the presence of and certified by a Notary. No other written or verbal statements expressed or implied shall alter this agreement.

Buyer Signature	Seller Signature
Printed Name	Printed Name
Date	Date

Terms and Conditions

Acceptable Commercial Food Brands

The following brand names qualify under section 5 of this agreement as “premium quality” commercial dog food. While the Buyer is free to feed any brand of food they deem suitable, in signing this agreement the Buyer certifies that they understand that feeding any commercial brands other than those on this list will void the Lifetime Health Guarantee.

Acana
Blue Buffalo
Canidae
Diamond Naturals
Farmina
Fromm
Honest Kitchen
Kirkland
Life’s Abundance
Merrick
Nature’s Variety Instinct
Nutro Max
Orijen
Primal
Purina Pro Plan
Rachael Ray Nutrish
Solid Gold
Sport Dog
Stella and Chewy’s
Victor

Vaccination Schedule

The Buyer acknowledges receipt of the Dog’s official shot record and understands that the below vaccine protocol must be followed in order to be in compliance with this agreement. Any deviation from this schedule after the Buyer takes possession of the Dog will void the Lifetime Health Guarantee provided in Section 5.

7 weeks - PV
9 weeks - DHPP
12 weeks - Rabies
13 weeks - DHPP
16 weeks - DHPP
12 months - DHPP
18 months - Rabies

Buyer’s Initials certifying that they have read and understand everything on this page: