

# Saha Sibs & Poms, LLC

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Purchase Date: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ DOB: \_\_\_\_\_  
Name: \_\_\_\_\_  
Registration: \_\_\_\_\_ Purchase Price: \_\_\_\_\_ Shipping: \_\_\_\_\_ Total: \_\_\_\_\_  
Payment Type: \_\_\_\_\_ Deposit: \_\_\_\_\_ Balance: \_\_\_\_\_  
Additional Notes: \_\_\_\_\_

## \_\_\_\_ SECTION #1

A \$200.00 deposit will reserve a puppy for the Buyer until the puppy is ready to be shipped by the seller. Deposits are non-refundable. The puppy must be paid for in full, plus shipping fees, before the puppy is scheduled to be shipped. There are no refunds once the puppy has been purchased, full or partial. If puppy does not check out as healthy at 8-week checkup, the Buyer has the option to have money refunded.

## \_\_\_\_ SECTION #2

A veterinarian must check the puppy within 3 business days for the guarantee to be valid. Breeder will not be responsible for any veterinarian fees or costs. The Breeder guarantees the puppy against fatal viruses for 72 hours from the date of delivery. These include distemper, parvo, and corona. It does NOT include giardia, coccidia, and/or kennel cough which are caused by bacteria and are not life-threatening. Buyer must contact the Breeder and give vet check results within 1 week.

Every effort has been made by the seller to assure that the puppy is healthy when it is delivered to the Buyer, unless Buyer has been notified otherwise and agrees to take shipment. The Buyer also affirms and acknowledges that they have diligently researched this breed and that they understand all responsibilities that accompany owning this breed of puppy. These responsibilities include, but are not limited to, required vaccinations and wormings as recommended by a veterinarian. Your puppy's vaccination record is included in your packet. The Buyer is responsible for all medical expenses incurred from the date of delivery. The Breeder assumes no responsibility for this animal after leaving the premises for any medical expense, death, allergies, training difficulties, behavioral problems, or any other reason.

## \_\_\_\_ SECTION #3

If the puppy is found to have a non-treatable life-threatening defect, a complete report from the Buyer's veterinarian must be emailed to the Breeder within 48 hours after the determination. A replacement puppy may not be available immediately. NO REFUNDS ARE GIVEN UNDER ANY CIRCUMSTANCES. The Buyer will wait until a puppy from a future litter is available. The Buyer is responsible for all shipping expenses to and from the Breeder on a replacement puppy. At no time will your credit exceed the purchase price of your puppy. If the puppy shows signs of neglect or abuse, this contract is considered null and void.

We do not cover Demodex, thyroid disorder, hypoglycemia, colds, coccidia, open fontanel, luxating patellas, undescended testicles, uneven bites, hernias, cherry eyes, entropion, fleas, worms, or any other minor illness of any congenital defect.

## \_\_\_\_ SECTION #4

Should the Buyer's situation change so that he/she can no longer care for the dog, the Breeder must be notified immediately. The Breeder will then take the dog back or assist in finding a suitable home for it. The Buyer guarantees AT NO TIME will this puppy be surrendered to a shelter or humane society or any rescue organization. If a puppy is returned for any reason not covered in this guarantee, no compensation of any kind will be returned to the buyer.

## \_\_\_\_ SECTION #5

If for any reason Buyer refuses the replacement puppy, under any circumstances, then this agreement shall be considered completed and fulfilled and no other replacement puppy will be offered. Buyer understands that any monies paid to the Breeder will be forfeited, as there are no cash refunds.

## \_\_\_\_ SECTION #6

Buyer acknowledges that they are purchasing a pet and that the Breeder cannot guarantee the size, weight, conformation, temperament, or breeding ability.

## \_\_\_\_ SECTION #7

A puppy with a defect must be returned or euthanized with the prior permission of the Breeder to qualify for a replacement puppy. If the puppy is euthanized without Breeder's permission, this guarantee will be null and void and no replacement puppy will be given.

## \_\_\_\_ SECTION #8

If the puppy dies within the duration of the contract, Buyer will pay to have a necropsy done (at the Buyer's expense). If reason of death is found to be congenital, the Breeder will replace the puppy.

## \_\_\_\_ SECTION #9

Buyer agrees that he/she is buying this puppy for himself/herself and is not acting as an agent, broker, or middleman for someone else. This contract is non-transferable. No additional warranties are available whether expressed or implied. By accepting delivery of this puppy and signing below, he/she understands and agrees to this contract, and that the contract is under the jurisdiction of the State of Illinois, in the county of Sangamon. It is agreed that the place of venue for all legal matters shall be in Sangamon County, Illinois.

## \_\_\_\_ SECTION #10

This contract covers aforementioned conditions 1 year from the original purchase date. To claim warranty, all sections must be followed accordingly.

## \_\_\_\_ SECTION #11

If limited AKC rights are desired, the puppy's limited AKC paperwork will be provided once proof of spay/neuter has been received by the Breeder.

## \_\_\_\_ SECTION #12

If for any reason Buyer refuses the replacement puppy, under any circumstances, then this agreement shall be considered completed and fulfilled and no other replacement puppy will be offered. Buyer understands that any monies paid to the Breeder will be forfeited, as there are no cash refunds.

**SECTION #13**

This puppy is being sold as a pet and family companion, which MUST be spayed/neutered prior to 12 months of age (with a recommended age of 8-12 months). By initialing this contract, you fully understand that this puppy was not sold for the intention of breeding or to be bred. Breeder holds zero (0) responsibility if the Buyer breeds against the Breeder's wishes. If AKC papers are desired, please notify the Breeder asap. Puppies need to be registered with the AKC by 6 MONTHS OF AGE or a late fee may be required.

**SECTION #14**

The puppy is guaranteed for 72 hours from date and time of sale against infectious disease such as Parvo and Distemper as long as the terms of the contract have been followed and air travel is not required. Because Parvo is such a HIGHLY contagious disease and the puppy can be exposed to this disease in a public place or even your own property without you knowing, it is extremely important to be cautious where you allow your puppy to go until it is completely vaccinated. Your puppy has only had booster shots and will need its last shot at 16 weeks of age. A puppy's immune system is weak and still developing so be cautious about taking him/her to the groomer, dog park, visiting neighbors or friends, and pet stores until all vaccinations are given. If transporting your puppy from Breeder's home for a long distance, please be advised that it is not recommended to allow your puppy to "potty" outside on the ground until you reach your destination. Once your puppy has been fully vaccinated this is less of a concern.

**SECTION #15**

In the event of air travel for the pickup/delivery of the puppy, the Breeder will not be held responsible for any accidents, injury, or death once the puppy leaves Breeder's home. Since airports are a public place, this makes the possibility for viruses to be picked up higher and it is recommended that the puppy have two (2) vaccinations prior to travel. If a date for pick up has been arranged prior to the puppy being 10 weeks old, it may not be possible to make this happen due to the size of the puppy or other health-related conditions. Therefore, Breeder cannot be held responsible if puppy contracts Parvo or other forms of disease if traveling by air. It is recommended that you do not remove your puppy from the travel bag during the time you are in the airport to limit its exposure to disease. If you must, use puppy pads in the family bathroom rather than the "public dog areas". If a puppy nanny is being used, his/her fees are above the price of the puppy and are to be paid directly to him/her at the time of delivery (in cash) and are determined by her prior arrangements. She has the right to change the price if additional travel is required but does her best to keep travel arrangements as planned. Once the puppy has been handed off by the Breeder and is in the nanny's care, Breeder is no longer responsible for the puppy. While the nanny is very responsible and takes excellent care of the puppies, Breeder cannot assume the risk associated with travel. Buyer also understands that the nanny flies standby and her flight is not guaranteed on the arranged date/time and could change. Breeder and nanny do their best to keep you informed of any changes if/when available. References are available by request and his/her information is provided when the deposit is made if air travel is necessary. Buyer agrees to allow nanny to transport puppy and does not hold Breeder or nanny responsible for any accidents, injuries, or death of puppy.

**SECTION #16**

Breeder will not be responsible for ANY injuries sustained from accidents, trauma, or neglect incurred after the date of sale. Breeder/Buyer hereby state to the best of their knowledge that this puppy is in good health at the time of sale. Breeder WILL NOT sell a sick puppy or one in question of being ill.

**SECTION #17**

Buyer agrees to read information included with puppy regarding grooming, new puppy tips, feeding routine, and prevention of dental disease.

**SECTION #18**

Buyer has confirmed with landlord that the puppy is allowed on the premises if renting.

**SECTION #19**

Buyer will be liable to pay a sum of at least two thousand five hundred (\$2,500) dollars as monetary compensation plus any fees incurred to regain possession of the puppy (including attorney, court costs, filing fees, travel, shipping costs, etc.) to the Breeder if puppy is given away, sold, or otherwise transferred or disposed of without offer of first refusal presented to the Breeder in writing. If the puppy is reported as deceased, Breeder has the right to request a report (including microchip number) from a licensed veterinarian to support such claim. If a report cannot be presented, legal proceedings may still be started. It is the Buyer's responsibility to transport the puppy to the Breeder and assume fees unless otherwise agreed to in writing by the seller.

**SECTION #20**

Breeder has the right to prosecute if the puppy is bred against the Breeder's wishes and will reclaim all costs incurred for legal expenses to enforce this contract as well as any profit made from puppy sales. A minimum of five thousand (\$5,000) dollar monetary compensation plus any fees incurred to prosecute (including attorney, court costs, filing fees, travel, shipping costs, etc.) will be sought if puppy is bred against Breeder's wishes. Other conditions stated in the above paragraph also apply should prosecution be necessary.

**SECTION #21**

The Buyer acknowledges a copy of this contract has been provided via email AFTER delivery of the puppy.

**SECTION #22**

The Buyer will assume any and all veterinary costs and understands that like children, puppies need food, rest, exercise, a loving home, and that they incur expenses. Reasons like a new baby, moving, family disagreements, divorce, medical expenses, etc. are not reasons to dispose of your new puppy. That being said, things do happen and the puppy will ALWAYS be welcomed here no matter his/her age. No judgments will be made.

Having read the above/preceding pages and with full understanding of the contents herein, by signing below, both parties are bound by this contract agreement.

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

The Buyer agrees to these terms by accepting the puppy even if the contract is not signed or initialed at each necessary paragraph. The Breeder agrees to sell and does hereby sell, and has contracted to the Buyer a puppy in sound body and in good health, and free from communicable disease and defects as far as appears to the eye at the date of this sale. No refunds will be given unless arrangements have been made and Breeder agrees that is the appropriate solution. No veterinary bills will be paid by the Breeder.