

Sale Contract & Spay/Neuter Agreement

Puppy's Application Number: _____ D.O.B: _____

Puppy's Name: _____ Sire x Dam: _____

Permanent ownership of this puppy is contingent upon your compliance with this agreement. Proof of the spay/neuter surgery must be received by the Breeder (Victorian Farms) within fourteen (14) days after surgery.

In the event that the dog's health does not allow this agreement to be honored, Victorian Farms must be provided with a statement from your veterinarian that this puppy is not yet in physical or emotional condition for surgery. Based on the veterinarian's evaluation of this puppy, the buyer (You), will contact the veterinarian and establish the earliest date that the procedure can be performed. The Buyer will notify the Breeder (Victorian Farms) of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.

It is the responsibility of the Buyer, not the veterinarian, to ensure that Victorian Farms has received verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the contract, and Buyer will pay to transport this dog back to Victorian Farms and will not be entitled to a refund. Buyer must send veterinarian's proof of spay/neuter or invoice bill with the veterinarian's state license number and his/her signature for verification to Victorian Farms as soon as the surgery has been completed and must be before the date listed below.

By my signature below, I agree to have this puppy spayed/neutered by no later than 13 months on ____/____/____. I understand that this spay/neuter agreement is an agreement that this puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the puppy/dog will be returned to the breeder and all puppies born from any breeding, accidental or otherwise, will become the property of Victorian Farms. You also agree that should the puppy not be spayed/neutered that you will return said puppy back to Victorian Farms with no refund for purchase price, or that Victorian Farms has the right to seize said /puppy back from the buyer. Registration papers for said puppy will be held until proof of spay/neuter is received. *Buyer's Initials: _____ Breeder's Initials: _____

Failure to provide to the breeder the proof of spay/neuter of this puppy by 14 months of age, on ____/____/____, you are also showing agreement to, that the puppy not be spayed/neutered that you, the buyer, will return said puppy back to Victorian Farms and the purchaser will deliver or pay to deliver the puppy and return it in good health to the breeder and

surrender puppy to the breeder without financial restitution or compensation of any kind. If not spayed/neutered, before the date above, then the additional penalty due, to the breeder, is \$2,000.00 additional to the pet price, price of transporting the puppy back to the breeder, court costs, and reasonable attorney's fees, from the buyer. *Buyer's Initials: _____ Breeder's Initials: _____

Health Guarantee

A. To the best of breeder's knowledge, said puppy/dog is in healthy and sound condition at the time of sale. The puppy was previously examined by a licensed veterinarian and found to be in good health. The puppy is up to date on all necessary vaccines, shown in the health records given to the Buyer. Buyer has a 72 hour from the time of delivery/pickup health guarantee.

Buyer is required to give, or have a licensed veterinarian, administer the remaining puppy vaccines to said puppy, parvo and distemper vaccines must be given, following first vaccines given by breeder. If the buyer fails to continue vaccines as stated above, the parties agree that any guarantee will be considered null and void. Keep shot records from your vet.

B. All puppies/dogs are sold as Pet Quality only, this does not mean they are, or are not show/breed quality, and will be spayed/neutered.

C. Health guarantee does not cover any parasite, internal or external as this is a treatable condition. Minor illness, allergic reactions, health issues caused by the Buyer's ill treatment, neglect or abuse, health issues resulting from transportation from the Breeder to the Buyer are not covered (ex. dehydration, hypoglycemia, etc). Hip and back issues are not covered as these issues usually arise due to being overweight or injury (such as jumping off furniture, steps, etc). We have no control over possible injuries or overfeeding once the puppy leaves our care.

D. Breeder provides a 1 year health warranty from the puppy's date of birth against any debilitating congenital conditions. Only untreatable, genetic diseases or defects will be considered. Minor genetic defects that are not serious or life threatening such as: hernia, undescended testicle, low grade heart murmur, underbite, overbite, etc will not be covered. If the puppy is found to suffer from a genetic defect, Buyer must notify Breeder with complete medical records from a licensed veterinarian within 24 hours. Any money placed on a puppy is non-refundable and non-transferable for any reason, unless otherwise stated, in this contract.

*Buyer's Initials: _____ Breeder's Initials: _____

Unfortunately we must include the following:

In the case of the puppy's demise on or before the above listed date, a written statement from your veterinarian must be sent to Victorian Farms, stating that the puppy has indeed passed away, and

the cause of death, determined by autopsy. This is an unfortunate step but necessary. Also, in a perfect world we would like to have each puppy we place to stay in their original purchasing home. Things do happen, should you be unable to fulfill this contract by the above agreed date, you agree to contact Victorian Farms, in writing and let us know Before the puppy has been placed into a new home. We require a right of first return or reclamation, that the puppy be returned to us if you cannot keep him/her before the above dates listed. You are not free to give the puppy away without receiving permission from us first.

This contract is still your responsibility to enforce in the puppy's new home. Should we not receive confirmation of the puppy's spay/neuter by the above listed date, as the original purchaser, You will then be liable for the fines for breaching the contract. *Buyer's Initials: _____ Breeder's Initials: _____

Refunds/Returns:

If for any reason, the buyer is no longer able to care for the puppy, we will be glad to take it back at no charge. Documentation transferring the Buyer's ownership back to the Breeder is required. Should the Breeder decide to rehome the dog, a portion of the original purchase price may be refunded after considering the up to date costs of the veterinary work, training, maintenance and other expenses. The refund amount will be determined solely by the Breeder. Victorian Farms always gets first right of buy back of the puppy/dog if Buyer decides to rehome the dog.

Deworming/Shots:

All of our dogs and puppies are treated regularly for fleas and worms, however puppies need to continue treatment in order to prevent them from recurring. Once a puppy leaves Victorian Farms, we are no longer responsible for these puppies. Ensure your puppy is given age appropriate vaccines, deworming, flea and tick and heartworm preventative. Each puppy is given age appropriate vaccines and wormers before leaving the breeder. Should your puppy become ill after leaving Victorian Farms, and your veterinarian determines that the illness came from Victorian Farms, we require that you pay for our vet to take a second opinion before we take the puppy back. We will not pay your vet bills.

Miscellaneous:

A. Buyer agrees that this puppy will not be used for research, sold to a commercial establishment or pet store.

B. Proper care is needed to prevent orthopedic conditions. The puppy needs proper nutrition, exercise in moderation until full grown and avoid injuries. This is important preventative care for hip and elbow dysplasia.

C. We highly recommend that your puppy is not exposed to other animals, walked in parks, pet stores or rest areas until it has had all of its vaccines. This is for the health of your puppy due to the possibility of life threatening diseases being acquired.

D. Changing your puppy's food may cause your puppy to get an upset stomach and loose stool. This can lead to dehydration and illness for your puppy. Please make sure to mix the new food with your puppy's regular food and ease it into the new, to lessen the chance of any of this. Your puppy has been eating Diamond Puppy food.

E. Buyer agrees that all transportation costs from the Breeder to the Buyer is the sole responsibility of the Buyer.

* Buyer's Initials: _____ Breeder's Initials: _____

This contract is under the jurisdiction of the state of Ohio. In the event of any dispute, the parties mutually agree that the dispute will be settled under the jurisdiction of Stark County, Ohio. All parties mutually agree that all reasonable attorney's fees and court costs shall be paid by the buyer.

In the event that a court of law finds any part of this agreement unenforceable, all remaining provisions not deemed unenforceable will be enforced to the full extent of the law.

This agreement sets forth the entire agreement between parties. This agreement may not be changed, altered, or amended except in a writing signed by both parties.

I, the undersigned buyer have read, understand and agree with all the terms and conditions set forth in this sales contract and spay/neuter agreement.

Buyer's Signature: _____ Date: ____/____/____

Buyer's Name: (Print) _____

Address: _____ City: _____

State: _____ Zip: _____

Telephone Number: (____) _____

Email: _____

Where did you hear about us? _____

Breeder's Signature: _____ Victorian Farms- East Canton, Ohio
44730 Hannah & David Cruise 330-575-2521, 330-628-9188 Victorianfarmfainters@gmail.com