Happily Ever After Schnauzers Sales Contract

for a Miniature Schnauzer

**DOB: 1/1/2021**

**Color: Salt & Pepper Sex: Male**

**Sire: Fido Dam: FiFi**

On \_\_\_\_\_\_\_\_ (pick up date) the above described schnauzer has been sold as a pet to the buyer.

Deposit amount of $­­­\_\_\_\_\_\_\_\_\_\_\_ Balance due upon pick up of puppy; $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We are so excited that you have chosen to love one of our Miniature Schnauzers just as we have. Our schnauzers are raised in our home full of love. We are not a puppy mill and we do not over-breed our dogs. We do not sell to pet shops, puppy mills, dog brokers, or flea markets. We feel it is our responsibility as breeders to be as certain as possible that our puppies go to responsible, informed, and loving homes.

The buyer understands and agrees to the following terms:

1. This puppy is being sold as a pet only
2. The puppy has been fed a premium dog food – Royal Canin
3. The puppy will be provided proper veterinary care, grooming, attention, basic training, love, and adequate housing/containment at the buyer’s expense for the rest of his/her life. If abuse or neglect is suspected and can be determined by an unbiased third party, such as a humane officer or veterinarian, at any time on the part of the buyer, the breeder reserves the right to reclaim the puppy and no money will be refunded to the buyer.
4. The puppy will be supervised whenever he or she is outdoors, especially if buyer doesn’t have a fenced in yard. Please advise that these dogs are very precious and those that don’t have one want one and I have heard of someone losing their fur-baby because of theft.
5. The breeder appreciates further updates, and pictures throughout the puppies lifetime, so that she is able to continue to evaluate her breeding program and provide the best pets
6. We require the right of first refusal. If for any reason you find that our puppy is not a good fit for your family, the puppy must be returned to Happily Ever After Schnauzers. You are not able to sell or otherwise reposition your puppy. NO EXCEPTIONS! It is unacceptable that one or any of our puppies end up in a rescue or a shelter situation or in a home not approved by us, the breeder. Buyer shall immediately notify breeder and breeder shall have the right to purchase the puppy/dog from Buyer for the sum of One and no/100 Dollar ($1.00). Nothing contained herein shall prevent the parties hereto from agreeing on an appropriate subsequent owner for the puppy/dog, and should the parties so agree, breeder may waive this right of first refusal. Our puppies are loved and should we find that one of our puppies is not being cared for properly, we will do everything possible to recover the pupp(ies) and prosecute for breach of contract.
7. LIQUIDATED DAMAGES: Buyer understands and agrees that should Buyer violate any of the terms or provisions contained in section six. Buyer and breeder agree that the sum of Five Thousand and no/100 Dollars ($5,000.00) is a fair and reasonable amount for such damages and said amount shall be paid by buyer to breeder for each and every violation.

**Health Guarantee**

Buyer has 5 business days to have the puppy checked by a licensed veterinarian. Failing to so will void your health guarantee. If the veterinarian discovers the puppy to be unsound, it can be returned within the 5 day period and will be replaced with a puppy of equal value if one is available at that time. This is provided the puppy is returned with a letter from the examining vet stating in what respect the puppy is unsound. No refunds after the 3 day warranty period. Vaccines must be no less than 3 weeks apart and no more than 4 weeks apart for a series of 3-4 vaccinations depending on your vet. Rabies vaccines cannot be administered before 16 weeks of age. If you allow to do any of these early your guarantee is voided. Breeder will not replace or refund for any reason but not limited to allergy, mortality, landlords disapproval, family disagreement, or any other problems not related to genetic health. Nor for a puppies illness caused by neglect, exposure to weather, injury, poisoning etc. No warranty or guarantee is made to the disposition, life span, size, color, show quality or breeding quality of any puppy. Breeder will not be liable for any expenses including but not limited to any vet bills or other expenses. Should a licensed vet diagnose the puppy with a life threatening birth defect or genetic defect, the breeder will replace the puppy limited to 3 years from the date of purchase. Discretion will be made by Happily Ever After Schnauzers! No refund or replacement will be made on a deceased puppy until a necropsy is performed to determine cause of death. Such necropsy must be performed by an accredited institution set up for such procedures such as the NC State. A necropsy performed by a local vet will not accepted. All expenses will be paid by the owner of the puppy. The necropsy will accompany any request for replacement or refund. As long as the evidence from the necropsy is in good judgement. Retained testicles, bad bites, or hernias are excluded from this guarantee. Bites often correct with time with puppies as their adult teeth come in. Testicles will be checked at the time of the exam from our vet prior to going home. Retaining one or two testicles can be caused by a variety of reasons and does not cause harm to your male. Hernias can happen from a variety of circumstances and can be fixed when your puppy is spayed or neutered for a very small additional fee or no fee from your vet. The buyer must contact the breeder immediately upon discovery of a genetic related illness or defect. Any delay in doing so voids this guarantee. The breeder at this time has the right to have the puppy examined by her vet at the buyer’s expense. This guarantee is null and void upon any evidence of abuse or neglect, or is the buyer fails to have yearly check ups with a licensed vet. Proof of said maintenance must be furnished upon request of the breeder. No guarantee is given for any kind of worm, coccidiosis, or giardia. These parasites are all too common in puppies and can be contracted from your water, soil or boarding facility. Your puppy has been wormed frequently from 3 weeks of age until your possession. It is your responsibility to continue to worm your puppy and check for parasites. You puppy should be wormed every 3 weeks until it is placed on a heartworm preventative (required). No guarantee is given for hypoglycemia (low blood sugar). This condition is not hereditary and very preventable. This guarantee is non-transferrable. Please be conscientious about vaccinating your puppy properly. Over vaccinating can cause long-term health problems. Vaccination related deaths are not covered under this warranty. If any kind of disease or health concerns come up in the lifetime of your puppy please call Happily Ever After Schnauzers and tell us what is found or diagnosed with your schnauzer. We may ask for full medical records to better understand the problem. We want to produce the best quality and healthiest puppies for you and your family.

The breeder understands and agrees to the following terms:

1. The puppy is guaranteed to be free of illness, parasites, injuries, and life-threatening congenital disease at the time of sale to the best of the breeder’s knowledge.
2. The breeder assumes no responsibility for any expense incurred by the buyer for illness or injury once the puppy leave the breeders premises at the time of sale.
3. A complete health record (vaccination and care given to your puppy), puppy care package, a toy and blanket with mother’s scent and educational materials will be provided to the buyer at the time the puppy leaves the breeder’s premises.
4. The buyer may contact the breeder at any reasonable time with any questions they have concerning the puppy they purchased for the rest of the puppies life.

Both parties agree:

1. This contract is binding upon both parties thereto and their heirs, successors and assigns.
2. That time is of the essence; the puppy was born and raised here at Happily Ever After.
3. By signing below, buyer acknowledges that he/she has read and understands the terms of this contract and has been given ample opportunity to ask questions. Both parties acknowledge there are no other warranties or representations made with respect to puppy(ies) other than set forth herein.
4. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, between the parties with respect thereto.
5. BINDING EFFECT; ASSIGNMENT; AND SUCCESSORS. This Agreement and the rights and obligations hereunder shall not be assigned or delegated by any party hereto without the prior written consent of the other parties hereto, which may be granted or withheld in any party’s sole discretion. Any attempted assignment of delegation not made in compliance with this Section 12 shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns.
6. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, without regard to the conflicts of laws principles thereof.
7. PUBLICITY. No party hereto may issue any press release or other public announcement relating to this Agreement or the transactions contemplated hereby without the prior approval of the other parties hereto; provided, however, nothing in this Section 14 will preclude any party from making any disclosures required by state or federal tax law or governmental authority.
8. CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation. Any reference to the singular in this Agreement shall also include the plural and vice versa. All pronouns and any variations thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation hereof or thereof.
9. SEVERABILITY. Any invalidity, illegality or limitation of the enforceability with respect to any one or more of the provisions of this Agreement, or any part hereof, shall in no way affect or impair the validity, legality or enforceability of any other provisions of this Agreement. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
10. ENFORCEMENT. In the event that BUYER breaches, defaults or otherwise violates any term, provision or condition of this AGREEMENT, BUYER shall pay all costs of whatever kind or nature incurred by SELLER to enforce this AGREEMENT including, but in no way limited to SELLER’s investigative costs, attorney fees, court costs, filing fees or any other amount associated in any way with SELLER’s enforcement of this AGREEMENT. Repayment of these costs are in addition to any other remedies or damages, liquidated or otherwise, to which the SELLER may be entitled and are in no way a limitation on, or election of available remedies.

Dated this \_ \_\_ day of \_\_\_\_\_ \_\_\_\_\_\_\_.

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Breeder , Meghan Rodgers Signature, Buyer

721 Richie Road Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mocksville, NC 27028 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

336-306-0096 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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