## **PUPPY SALES CONTRACT**

## www.EvelynsEvergreen.com

## 503.508.2009

Initial: \_\_\_ BUYER AGREES to provide a veterinarian exam for the puppy within 72 hours of receipt of puppy. Breeder must be faxed, mailed, e-mailed or handed within 5 days as to the results of this initial Vet visit for the health guarantee to be upheld. If not notified, the health guarantee will become null and void.

The puppy must be returned in the condition it was received, both mentally and physically, for any exchange of equal quality currently available at Buyer's expense.

Initial: \_\_\_ BUYER AGREES to register puppy with AKC for AKC registration papers even if limited registration as well as AKC Micro-chip registration. Failure to register voids warranty!

Initial: \_\_\_ BUYER AGREES to notify breeder immediately if for any reason they are unable to keep the puppy. Breeder has first refusal on taking the puppy back. Or, breeder can assist buyer in finding a new home for the puppy. UNDER NO CONDITIONS will the puppy be abandoned, taken to an animal shelter or pound, sold to any retail or wholesale establishment for sale, resale or auction, or placed in any research institution. If the puppy is placed with another party, this Puppy Sales Contract will become void!

Initial: \_\_\_ BUYER AGREES to provide a secure and loving home for the puppy to live. Buyer is to provide all veterinary care and immunizations required for the dog's good health, well being and comfort. Breeder reserves the right to check-up on the puppy for assurance that the puppy is in no way mistreated, abused or neglected. If puppy is found in any of these ways, breeder will take possession of puppy and all buyers' rights and monies will be forfeited. Tethering the dog or letting the dog roam unsupervised will also breach this agreement.

**Initial:** \_\_\_ **BUYER AGREES** that the puppy will not be fed puppy food (of any variety) after 16 weeks of age. Feeding the dog puppy food past this period can cause growth plate and bone problems. At 16 weeks of age, puppy should be put on adult dog food with a protein level between 21% to 24%. Violating either of the previously mentioned acts will make the health guarantee null and void, without exception.

Initial: \_\_\_ BREEDER AGREES the puppy will be eligible for AKC registration. Breeder and Show potential pups will be sold Open or Full AKC registration. Pet quality pups will be sold as Limited or Restricted AKC Registration. Breeder will provide buyer the necessary form.

Initial: \_\_\_ BREEDER AGREES the puppy will have the appropriate inoculations, worming and vet care.

Breeder will provide puppy in sound health and free from disease, as far as it appears to the eye unless it is of Pet quality and any known defects noted.

Initial: \_\_\_ BREEDER AGREES to provide a 1-year health guarantee against any hereditary diseases for all breeder and show potential pups only. If for any hereditary reason the pup dies or has to be put to sleep, buyer will be given a puppy of equal value from the next available litter. Buyer will have to provide two unassociated, qualified veterinary evaluations, (and statements from the OFA, if applicable). \*These evaluations or tests are at the expense of the buyer.\*

**Initial:** \_\_\_ **BREEDER AGREE**S to provide good nutrition and socialization to establish a foundation of good health and temperament for a new home.

**Initial:** \_\_\_ **BREEDER AGREES** to be available to offer advice and assistance to the buyer after the sale in all matters relating to the health, training, grooming and welfare of the puppy.

Puppies are sold as a Pet Quality animal and the advertised or selling price is already reduced, (to offset spay/neuter procedure) and will have a spay/neuter agreement. Pet quality puppies are sold with limited AKC registration with spay/neuter agreement signed or not. Evelyn's Vibrant Evergreen requires all pets to be spayed or neutered before 8 months of age. Breeder requires written proof from your veterinarian before the age of 8 months old or buyer forfeits all rights, titles, monies and ownership of animal as well as forfeits the 1 year Health Guarantee.

Puppies sold with Full AKC Registration including breeding and show rights will not be required to spay/neuter puppy. Additional fees will be applied at purchase for Full AKC Registration. For those wanting an option to breed Co-Ownership will be required!

**Initial:** \_\_\_ A non-refundable deposit of 50% is required to hold any puppy for up to 60 days after deposit is received. The balance must be received in full prior to delivery, shipping or transfer of the puppy to the buyer. Registration will be released at that time. Cash only is accepted for final payment, however cash, personal check, money order or cashier's check is acceptable for deposit as long as check has time to clear before transfer.

Initial: \_\_\_ Any breach of this sales agreement by the buyer shall be deemed a recession of this contract and buyer will upon notice of breeder, return said puppy/dog to breeder at no cost, giving full ownership to breeder. If the breeder is forced to take legal action, all costs and attorney's fees of such action will be borne by the buyer. Also, if legal action needs to be taken against the buyer, the suit will be filed in the county and state in which the breeder resides.

Initial: \_\_ Deposit Policy:

50% Deposits accepted & will hold animal 30 days beyond 8 weeks of age or time of deposit, unless additional arrangements are made.

Deposits are non-refundable.

**Initial:** \_\_\_ Return Policy:

Returns accepted anytime – no refunds! I also take in other papered Great Danes that are in need of finding a new home. If for any reason you cannot take care of one of my children PLEASE return my baby to me!

Required – see Sales Contract for details if required for sale.

Initial: \_\_\_ Health Care Guarantee:

Vet checked when dewclaws removed and additionally if shipping by air for Health Certificate or requested by customer at customer expense.

Health Guarantee is included FREE for 1st year against non-visible genetic defects for breeder and show potential sales. I offer additional extended warranty that is optional – \$300 extra for 1st year after the normal 1 year guarantee. If buyer wants longer – \$200 per additional year at time of purchase.

The "Health Guarantee – Extended Warranty" is similar to an extended warranty; purchase the program if you feel you want it. Some breeders include this in their pricing structure while I chose to allow customers to decide if they wish to purchase this option. This option might be of consideration for those who do not take the time to come and pick up a puppy in person!

Replacement value is limited to value paid for pup and does not include Shipping, handling or delivery expenses.

Date of Signature	
Signature	
Purchaser	
SSN or Driver's License # #	
Address	
City, State, Zip Code	_
Phone Home & Cell	_
Signature	
Co-Purchaser	_
SSN or Driver's License #	
Address	-
City, State, Zip Code	_
Phone Home & Cell	_

We the undersigned have read, understood and agree with the terms of this contract.

Breeder Signature		

Breeder:Jacob Alvis Evelyn's Vibrant Evergreen, LLC.

Info@EvelynsEvergreen.com

142 College Drive NW Salem OR 97304

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Price: \$00
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Freight/Shipping \$00 <u>Includes Container/Crate &amp; Health Certificate</u>
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Extended Warranty \$00
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Deposit: \$00
***************************************
Balance: \$00
***************************************
TOTAL \$00
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Thank you for choosing Evelyn's Vibrant Evergreen for your new member of the family!