

# Sweetwater Kennels LLC.

# **Puppy Sales Agreement**

The following agreement is between the Breeder, the Kennel, and (Name of the Purchaser as expected on registration certificate), hereafter referred to as "Purchaser" for the sale and purchase of one purebred dog of the Giant Schnauzer breed.

The total amount paid for the dog is:

\$2,500.00 + State Sales Tax for Florida 6% + 1.5% Alachua County (7.5% tax). Limited AKC registration (No breeding rights assigned by Breeder/Breeder). Discounts for Military/Veteran and First Responder families are applied prior to the sales tax. \$500.00 reservation deposit (Remaining balance due at pick-up)

Reservation deposit is required to reserve a puppy. The deposit is used for veterinary care and expenses, food, supplies, vitamins and supplements, Etc. Deposits may be refunded at the discretion of the Breeder prior to the litter being born. <u>Purchaser acknowledges that all deposits are non-refundable after the litter is born.</u>

Puppies are to be picked up at the Breeders address on or after 8 weeks of age (no sooner, per Florida law). Any arrangements for the puppy to remain with the Breeder past this time, must be worked out between both Parties. The Breeder will add the cost of food, time and care and charge the Purchaser no less than \$200 per week that the puppy remains in the Breeder's care.

The Breeder transfers in fee all the responsibilities, privileges, and rights associated with owning either a male or female puppy of the Giant Schnauzer breed, to the Purchaser as of the date specified in the sales contract agreement.

This represents the entire agreement between Breeder and Purchaser in a (AKC Limited Registration) sale.

# Use of the dog:

It's agreed between the Breeder and Purchaser that this canine is being purchased as a family companion or for tasks fitting to its breed, such as a therapy work, search and rescue, herding, or AKC Conformation and performance events. Any Conformation show agreements will be determined by both the Breeder and Purchaser, through means of an additional Breeding Contract, outlining all terms and agreements.

Purchaser agrees that the dog is not purchased for resale, nor will it be used or trained for activities that are illegal or for which it is not suited by reason, temperament, or breed standard. Specifically, it will not be used as a guard or attack dog, or for the purpose of fighting people or other animals.

#### Health:

The Breeder guarantees the dog to be in a healthy condition and is free from any illness at the time of sale, as represented by a Florida Veterinary Health Certificate, signed by a Veterinarian at Newberry Animal Hospital located in Gainesville FL. Breeder will produce OFA health testing certifications pursuant to each parent dog, upon request of the Purchaser. Further, the Breeder warrants that both the Sire and Dam's hips have been evaluated by the Orthopedic Foundation for Animals (OFA). The parent dogs have been certified by OFA, and are free of canine hip and elbow dysplasia. A veterinary ophthalmologist has examined their eyes and is certified by the Canine Eye Registration Foundation to be free from genetic eye problems. Additionally, the parent dogs are certified and cleared by OFA for cardiac and thyroid problems. Purchaser acknowledges that not all medical or health conditions are genetic or can be screened and tested for, despite every attempt to produce healthy dogs. We stand by the health of our dogs, and the Breeder will guarantee a healthy puppy for life.

In case the dog would develop any disease or disorder which is sufficiently serious, after getting checked by two licensed veterinarians (one selected by the Breeder) to authorize euthanization of the dog, the Breeder agrees to:

- 1. Replace the dog with one of equivalent from a future litter...
- 2. Refund the paid price, minus the non-refundable deposit.

The Breeder strongly encourages Purchaser to have the dog seen by a veterinarian of Purchaser's choice within 72 hours of picking up the dog. The Breeder also encourages the purchaser to purchase a healthcare insurance plan for the puppy, once the AKC complementary insurance has expired.

The dog may be returned to the Breeder for any reason within 72 hours after the purchase, provided that the dog has not been damaged in any way. The Purchaser will then be entitled to a refund of the paid price, less the deposit amount. After the 72 hr time, if the dog is returned to the Breeder, the cost of the dog is forfeit and no reimbursement will be made.

## **Registration:**

The breeder certifies that the dog is eligible for registration under the regulations of the American Kennel Club as a purebred (breed) and will provide the proper forms for such registration. Registration costs and transfer fees to the AKC are the responsibility of the Purchaser upon taking ownership.

The Purchaser can request approval to use the kennel name in the dog's official AKC registration.

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The Purchaser acknowledges that the dog is purchased as a pet with a Limited AKC registration (no breeding rights), and sterilization is required.

#### **Ownership Responsibilities:**

The Purchaser agrees to keep the dog in a humane environment where the new owner would properly train and care for it. The dog will be vaccinated against infectious diseases as recommended by a licensed veterinarian. The dog will only be allowed to roam in a safely fenced yard, or under the direct supervision of the Purchaser and family. The dog will get proper socialization and training. The Breeder includes permanent identification by means of microchip, prior to the date of sale.

#### Sterilization Spay & Neutering:

Female dogs purchased as pets will be sterilized by 2 years of age. Male dogs purchased as pets will be neutered NO SOONER than 2 years, unless medically necessary. Proof of sterilization will be provided to the Breeder by the Purchaser, as agreed, upon request of the Breeder.

## Right of Recovery/Placement:

A good Breeder is always willing to take their dogs back for any reason. If the Purchaser won't be able to keep the dog for various reasons, or provide a suitable home as per this contract, the dog will be returned to the Breeder. If a friend or family member wishes to take the dog, they must complete an application and screening with the Breeder in order to be approved for the re-homing. There will be no fee for this, it is ensure the care of the dog, as well as for the purpose of the Breeder's files and records.

The Purchaser agrees to notify the Breeder if any problem or situational change arises and will not leave the dog in a shelter, sell, or be given away. If the Breeder finds out that the dog has been sold or given away without being informed by the Purchaser, the Breeder will take legal action, and the Purchaser who signed this contract will be held responsible for all legal expenses incurred.

Agreed to this day of, 20
Kennel Owner/Breeders: Matthew Schmitt & Sarah Schmitt
Address: 2800 SW 1 <sup>st</sup> Way, Gainesville, FL 32601
Phone/Fax/E-mail: (352) 870-1076 / <u>SGS.Gainesville@gmail.com</u> ; <u>Breeder@SweetwaterKennelsLLC.com</u>
Purchaser:
Address:
Phone/Fax/E-mail: