Vom Hayes Puppy Sales Contract

This agreement is made on \_\_\_day of \_\_\_, and is between the breeder (seller) and the buyer as named below:

Breeder (seller): Buyer:

The buyer agrees to obtain from the seller a Rottweiler. Sex: \_\_\_\_ Color: \_\_\_\_\_\_

AKC litter #\_\_\_\_\_\_\_\_\_\_\_\_ Date of birth: \_\_\_\_\_\_\_\_\_\_ For the amount of $.

Sire: Dam:

TERMS AND CONDITIONS

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \_\_\_\_, with payment of the balance of \_\_\_\_ due upon

Release of the Dog to Buyer. Payment of the balance may be made by cash.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if: (a) Buyer fails to complete the purchase of the Dog for any reason, or (b) Buyer fails to pay the balance of the Purchase Price before taking possession of the dog on the agreed date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer’s deposit will go towards the next up and coming litter from the same Dam which the buyer will receive the puppy from. Buyer also has the option to use the deposit towards any up and coming litter.

Buyer has two days to pick up the puppy from the agreed pick up date. A boarding fee of $60 per day will be charged for each day the Dog is boarded by Seller past the agreed delivery date. If the Dog is not picked up two days after the agreed pick up date, Buyer will lose all rights and deposit to the puppy.

1. Seller’s Representations and Warranties

Seller represents and warrants to Buyer that:

1. Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
2. Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam.
3. The seller certifies that, upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying heath record of said Rottweiler. Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer’s sole cost. If the veterinarian does not give the dog a clean bill of health, buyer must notify the seller immediately. If the dog is then found not to be in good health, Seller will resume possession if this is agreeable to both parties. Seller does not accept responsibility for contagious disease diagnosed after 3 days from date of purchase. Seller reserves the right to have the dog re-examined by seller’s veterinarian at seller’s cost. Any condition that is minor, correctable, or a breed related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is covered. Heat stroke, exhaustion, dehydration and other heat related conditions are not covered in any way. Remember that a Rottweiler can over heat quickly and easily and may die as a result of overheating. This dog is warranted only for the purpose of being a [companion animal](http://rover.ebay.com/rover/13/0/19/DealFrame/DealFrame.cmp?bm=843&BEFID=96443&acode=861&code=861&aon=&crawler_id=1912044&dealId=R9JQ3CQXVz9UQZCXhRq8jw%3D%3D&searchID=&url=http%3A%2F%2Fwww.cafepress.com%2F%2B%2C428803184%3Futm_content%3DChannelAdvisor_US_shopping%26utm_medium%3Dproductfeed%26utm_source%3DCSE&DealName=CafePress%20LOST%20Dharma%20Initiative%20Logo%20Companion%20Animal%20Shirt&MerchantID=329860&HasLink=yes&category=0&AR=-1&NG=1&GR=1&ND=1&PN=1&RR=-1&ST=&MN=msnFeed&FPT=SDCF&NDS=1&NMS=1&NDP=1&MRS=&PD=0&brnId=2455&lnkId=8070676&Issdt=170726051233&IsFtr=0&IsSmart=0&dlprc=19.99&SKU=428803184_110), not for any other purpose or reasons. No warranty is given to the buyer for any special purpose or function of this dog. This dog is not to be used for any illegal or immoral activities.
4. This contract is not transferrable. This contract only applies to original purchaser of the puppy from the seller.
5. The parties submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of San Joaquin County.
6. The Buyer's Responsibility:

The Buyer agrees to take good care of this dog, feed and house the dog properly, maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog's home. The dog's outdoor area will be fenced in and secure, or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. Buyer agrees to give the dog proper physical and emotional care and welfare. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Seller has all rights to repossession of this dog with no refund to the buyer.  The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the buyer to any compensation from the seller.

In the event the buyer is unable to keep this dog for any reason, the Buyer agrees to offer to the Seller the first chance to take this dog back. Buyer agrees not to sell this dog to any retail company or establishment. This dog is sold to you as a pet only and nothing further.

Any Rottweiler sold from our kennel will come with full AKC registration Papers, including breeding rights.

The health and shot records for this dog is given to you when you take the possession of the puppy. Enjoy your new Rottweiler!

This is the entire agreement (3 pages) between the parties and is valid and agreed to by all parties. All parties have read and understood and agreed to this contract in full by signing below.

Seller (breeder): \_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_

***Acknowledgement of Receipt:***

I acknowledge that I have received the Dog into my possession.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_