

AGREEMENT FOR SALE/PURCHASE OF A PUREBRED HAVANESE

Seller: Patty Romigh

Cell: 817/229-0883; E-mail: promigh@gmail.com

Name  
Street Address  
City State Zip  
Phone; email

The Seller agrees to sell a purebred Havanese to the buyer on \_\_\_\_\_, 202\_\_, for \$\_\_\_\_\_, payable in two parts, a non-refundable reservation fee of \$500, and the remaining balance of \$\_\_\_\_\_ upon transfer of the puppy.

Puppy Call Name: \_\_\_\_\_  
Registered Name: Romigh's \_\_\_\_\_  
Color of Puppy: \_\_\_\_\_  
Sire: \_\_\_\_\_  
Dam: \_\_\_\_\_  
Puppy's Date of Birth: \_\_\_\_\_, 202\_\_

This agreement contains the following provisions and applies to the ownership of this dog for its lifetime:

1. The seller warrants the dog is healthy at time of sale. Every effort has been made to ensure that this puppy will be free of genetic and health related defects. The puppy has been vet checked and age-appropriate vaccinated prior to sale. However, there is always the possibility that any animal can develop a problem during its lifetime, and the BUYER must assume the responsibility of all medical and health related expenses. **Eye conditions are particularly prevalent in this breed**, and no Havanese can be guaranteed a lifetime free of eye conditions. The dog's shot and vaccination record will accompany the dog when ownership is transferred. A licensed veterinarian should examine this puppy within 4 days of purchase and at the buyer's expense. If the veterinarian finds any health issues, the cause of which is clearly attributable to the seller/breeder, the purchaser may transfer the puppy back to the seller (at buyer's expense) along with a letter from the veterinarian explaining the problem that was found. This would not include injuries or conditions that might have occurred while in the care of the buyer/new owner. If the puppy is determined to have a health problem, the seller/breeder must be contacted within the 5-day window after purchase, and the puppy must be returned within 7 days of purchase, but as quickly as possible. A full refund will be given to the buyer by check after receipt of the dog and signed AKC paperwork for transfer of registration. In the event the buyer does not take the dog within 4 days to a veterinarian as agreed herein, then the buyer acknowledges and agrees there is no defect in the dog, and that the dog is in good health at the time of purchase and without defect.
2. The seller strongly recommends that the buyer NOT follow many veterinarians' recommendation for all the panel of shots every 6 months or even annually. This breed can have severe long-term health issues due to too many vaccinations. Do not ever give the leptospirosis vaccine. Give the 4-month initial rabies booster, then one 16-month rabies vaccine booster, and then as little as possible thereafter, every 3 years at the maximum. We have found that the **Sentinel heartworm pill** works with few side effects, so give your dog Sentinel at the beginning of each month. Do not use the 6-month heartworm medication. We use **Frontline Plus** as a flea preventative.

3. The buyer understands that the dog must be spayed/neutered and that it cannot be bred. The transfer will be for limited registration, as the dog will have been spayed/neutered and cannot be used for breeding purposes.
4. The seller suggests that the puppy be microchipped. This simple procedure will help ensure that your dog is safely returned to you if it is ever lost.
5. The buyer agrees to house, feed, and provide medical attention, love, and companionship for the dog. This provision includes the proper inoculations, registrations, and heartworm preventive. This provision includes the understanding that the dog is to be an "indoor" (kept inside the house) dog.
6. In the event that the buyer is unwilling or unable to keep this dog, the buyer shall first offer the dog to the seller before placing the dog with another party. Within 60 days of purchase, the buyer may return the dog to the seller for a full refund of purchase price, minus any expenses for returning the dog to its pre-purchase condition (such as veterinary expenses related to injury or disease). After 60 days from purchase, the buyer may return the dog to the seller, and the seller will refund the amount received when the dog is placed in another home, minus any expenses for returning the dog to its pre-purchase condition (such as veterinary expenses related to injury or disease) and/or for updating its vaccinations.
7. The buyer agrees that the dog will not be sold or given to any owner, employee, agent or individual connected with a pet store, volume breeder, or wholesaler of dogs.
8. For any breach of this contract, the seller/breeder will have recourse in the courts of Harris County TX, and the buyer waives any objections regarding jurisdiction or venue to the aforementioned courts.

REMEDY IN THE CASE OF DEFAULT OF CONTRACT BY BUYER: If the buyer defaults on any of the above contractual provisions, the dog must be returned immediately and in good health to the seller. The buyer must sign the transfer paperwork to have the registration of the dog reinstated in the seller's name, and the buyer 's name must be removed. By signing below, the buyer agrees to this remedy.

I have read the provisions of this contract. I understand the provisions of this contract and agree to said provisions, as witnessed by my signature below:

Buyer's Signature:

Date:

Seller's signature:

Date: