# Beaver Creek Kennels

# Puppy Contract

This agreement is made on the day of,and is between the breeder and the buyer as named below.
Breeder's Name <b>Jessica &amp; Abby McNish</b>
Buyer's Name
Seller and buyer are collectively known as "parties".
Line and a TRYFMRARKOO for your first toot for COOL
<u>Use code : TRYEMBARK99 for your first test for \$99!</u> - Puppy's Information -
Breed
Date whelped Color
What type of Registration - {_} Limited {_} Full {_} No Papers  Type - {_} AKC
Litter Registration # Puppies Registration #
Gender - {_}} Male {_}} Female
Sire Registration # (If Applicable)
Dam Registration # (If Applicable)
Puppy's Microchip #
Total Puppy Price Paid - \$ Deposit Paid - \$ Deposit Date Paid
Deposit paid by - {_} Cash App {_} Cash {_}Venmo

Remaining Balance paid by - {_}Cash App {_}Cash {_} Venmo
Shipping - {_} Yes {_} No - {_} Delivery { } Air (cargo) { } Pet Nanny (in cabin)
Price for Shipping - \$ Date paid

### This puppy is sold as a Pet / Breeding. (Breeder Please circle one)

- If "Pet" is circled, Said puppy is to be Spayed/neutered before TWO year of age (24 months) and is sold with Limited Registration (If Applicable), Buyer / Purchaser will also need to look over and sign the Spay/Neuter contract.
  - \* Pet means said puppy is to be a family companion and not to bred.
- If "Breeding" is circled, Said puppy is able to produce offspring. Said puppy will come
  with Full Breeding rights, said puppy is to not be bred before one and half years of age if
  said puppy is a female she should NOT be bred before one and half years of age or
  before two heat cycles (Whichever comes first)
  - \* Breeding means said Dog is able to produce offspring but dog's health should come before breeding.

#### Additionally -

- If said buyer purchased "Pet only rights" at the time of sale and wishes to switch to "Breeding rights" within 2.5 years (30 months) of age, and said puppy is healthy & of breeding quality the breeder agrees to grant "Breeding rights" to said buyer. If the said buyer allows the dog to produce offspring before/during the time the buyer asks for change of registration the grant of registration change will not be accepted & breeders will retain all rights to obtain custody of the dog back with no refunds of any kind given.
- Both breeder & buyer agree to the price of \$ for breeding rights.

  Any cost that is associated with the change of registration will be the buyer's responsibility.

#### Deposits -

All deposits are Non-Refundable. If you decide a puppy is not the right fit your deposit will not be refunded. If you do not want a puppy from a litter that we have you are able to transfer it to a different litter/future litter. If said puppy passes away you can switch to a different puppy or a different litter or you may receive your deposit back only due to the puppy passing or occurring a health concern in our care.

## **Health Guarantee -**

The buyer agrees to have the puppy examined by the BUYERS local veterinarian at BUYERS expense within 72 hours from the date of purchase. If BUYER fails to do so BEAVER CREEK KENNELS is not responsible for any illnesses the puppy may occur. If the veterinarian does NOT give the puppy a clean bill of health, BUYER must notify BEAVER CREEK KENNELS immediately. 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 NOT covered. If said puppy is then found NOT to be in good health, BEAVER CREEK KENNELS will resume possession if this is agreeable to both parties. BEAVER CREEK KENNELS does not accept responsibility for contagious diseases diagnosed after 72 hours for said puppy being sold. NO vet bills will be covered. Heat stroke, exhaustion, dehydration and other heat related conditions are NOT covered in any way. Internal Parasites, Giardia, Kennel cough, Coccidiosis, Ect. is NOT covered by BEAVER CREEK KENNELS.

### **Buyer's Responsibility -**

The BUYER agrees to take good care of said puppy, feed and house said puppy properly. Maintain shots and regular veterinarian visits. BUYER needs to keep said puppy on a leash or harness when out in public and when off premises of the puppy's home. The puppy's outdoor area should be fenced in and secure, or acceptable provisions will need to be made to insure said puppy is safe at any time he/she is outdoors. BUYER agrees to give the puppy physical and emotional care and welfare. The BUYER must agree to give proper care to the puppy if BEAVER CREEK KENNELS is notified that said puppy is left outside on a chain or found to be neglected, abused or allowed to live in poor conditions or have poor health. BEAVER CREEK KENNELS has all rights to take repossession of said puppy/dog with NO refund. If BUYER refuses to give said puppy back BEAVER CREEK KENNELS, BEAVER CREEK KENNELS will take legal actions if necessary. If BEAVER CREEK KENNELS is notified of neglect or abuse they will NOT get another puppy from BEAVER CREEK KENNELS. The death, injury or loss of said puppy due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will NOT entitle the BUYER to any compensation from BEAVER CREEK KENNELS. Said puppy is warranted for only the purpose of being a companion or breeding (which should still be a family pet), NOT for any other purposes or reasons. NO warranty is given to the BUYER for any special purposes or function of this puppy. This puppy is NOT to be used for any illegal or immoral activities and is NOT to be used for any type of puppy mill, dog activities, dog farm or any other mass producing or money making operations.

# Spay / Neuter agreement (There is another contract if said puppy is to be spayed/neutered)

Said puppy is to be Spayed / Neutered (Unless noted otherwise)

Breeder please circle YES / NO (if said puppy needs to be Spayed / Neutered)

If circled YES, If said puppy has any registration BEAVER CREEK KENNELS has the right and will hold any registration until BUYER provides proof that said puppy has been Spayed /

Neutered. BEAVER CREEK KENNELS agrees to provide any registration once BUYER provides proof that the puppy has been spayed / neutered which must be done before the age of two years old.

# Agreement if Buyer is unable to keep said puppy

In a perfect world, we would like to have each puppy we place to stay in their original purchasing home. Things do happen, and should you need to transfer ownership before you may do so the NEW BUYER will need to fill out an application and sign a new contract, you agree to contact BEAVER CREEK KENNELS, in writing, phone or email and let us know BEFORE the puppy has been placed into a new home. We require a right of first return or reclamation, that the puppy be returned to us if you cannot keep him or her. You are not free to give the puppy away to another family member or anyone without receiving permission from us first. If you decide to go ahead and give the puppy to someone without contacting BEAVER CREEK KENNELS, this contract is still your responsibility to enforce in the puppy's new home.

If the BUYER is unable to keep said puppy for any reason, the BUYER agrees to offer said puppy to BEAVER CREEK KENNELS to take said puppy back. In the event of a re-sale the BUYER must notify BEAVER CREEK KENNELS with New owners name, phone number and address of the new buyer. ALL new buyers have to be approved by BEAVER CREEK KENNELS before any rehoming happens. BUYER agrees NOT to sell said puppy to any retail company or establishment. Any changes to this contract must be in writing and signed by both BREEDER AND BUYER. This contract is legal and may be enforced by legal means at the BUYERS expense and all disputes must be settled in the state of MISSOURI.

Notes -	
This is an entire agreement (4 pages) between all parties. All parties have read and understoo signing below.	
Seller (Breeder)	Date
Seller (Breeder) -	Date
New Owner (Buyer)	Date
New Owner (Buyer)	Date
If you have any questions on how to properly care reach out! We offer lifetime support to each and e	

#### **Contact information -**

here to help.

Website - Beavercreekkennels.org

Facebook page - Beaver Creek Kennels or BeaverCreekKennels1

Email - beavercreekkennels1@gmail.com

Abby McNish - Phone Number - (417) 468 - 8962 Email - abby.mcnish@yahoo.com

Jessica McNish - Phone Number - (417) 224 - 3703 Email - <u>Jessica65746@yahoo.com</u>