

## Misty's 101 Doxies

Misty Sikora ~ (850) 703-2508

3896 Earleston Rd, Graceville, FL 32440

### PUPPY CONTRACT AGREEMENT

Between Misty Sikora and \_\_\_\_\_ ("Buyer")

Buyer Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Buyers Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Non-refundable Deposit Required: \$ 300.00 Price of Puppy: \$ PET AKC REGISTRATION

**Remaining Balance of \$ cash is due at pickup** - Initials: \_\_\_\_\_

On this day \_\_\_\_\_, Misty Sikora agrees to sell the following dachshund ("dog/puppy")

Breed: Miniature Dachshund Sex: \_\_\_\_\_ Date Whelped: \_\_\_\_\_

Color/Markings: \_\_\_\_\_ Ready to go home: \_\_\_\_\_

Dam: \_\_\_\_\_ Sire: \_\_\_\_\_

Registration papers will either be given with the dog at pickup or if prepaid AKC will send an email to buyer to register their dog. It is understood at the time of sale that this dog is a representative of its breed and is structurally and temperamentally suited for a companion dog.

I, Misty Sikora, to the best of my knowledge, is selling you a healthy dog and is providing buyer with a health record showing the dates and type of vaccinations and worming treatment already given. Pups will be up to date on appropriate vaccinations for their age. Buyer will need to set up future vaccines on a schedule with their veterinarian which will be at buyer's expense.

It is recommended that a licensed veterinarian examine the dog/puppy during the first 72 hours from purchase. A replacement dog, when one becomes available, will be given, upon return of

the original purchased dog/puppy, for any dog found unhealthy during the first 72 hours. Your licensed veterinarian's written statement of diagnosis, including a detailed description of all symptoms supporting that diagnosis, results of any tests performed, and the reason why he/she feels the dog is a poor health risk, must be presented at the time the dog is returned. Buyer is responsible for the expense of returning puppy back to seller and all medical costs associated with dog/puppy. Seller has the right to take dog/puppy and all documentation to a veterinarian of their chose to have findings evaluated. If the buyer does not take the dog/puppy for a check-up within 72 hours from the date of purchase, this warranty becomes null and void.

### WARRANTY

I, Misty Sikora, warrants this dog/puppy against laboratory diagnosed diseases in the following manner:

1. Twelve (12) months from the date of purchase for the congenital defect, which would render the dog unsuitable as a companion pet with satisfactory quality of life.

In the event that a licensed veterinarian diagnoses the puppy with a congenital defect, which must be laboratory diagnosed within the warranty period, the Buyer must provide written certification from a licensed veterinarian and also copies of all laboratory results confirming the diagnosis. Furthermore; the Buyer must provide records from a licensed veterinarian showing that he/she has followed up on a timely basis with all necessary vaccinations for the puppy. If vaccines are not given during veterinarian recommended scheduling all warranties becomes null and void.

In the unfortunate event of the above mentioned (1) occurs, the Buyer may ask for and receive another puppy of the same sex when one becomes available. **NO REFUNDS WILL BE GIVEN UNDER ANY CIRCUMSTANCES**, but all payments are transferable to another puppy from Misty's 101 Doxies.

The Seller assumes no responsibility for this dog/puppy after leaving Seller's care for any Medical Expenses, mortality, landlord's disapproval, allergy to dog/puppy, disagreements with family or any other reason.

It is further understood and agreed that the puppy is purchased "as is" and no implied warranties or representations have been made with respect to the puppy sold, except as set forth in writing in this agreement.

Seller cannot guarantee adult size, color, temperament, house breaking, trainability or fertility/breeding capabilities. Seller does not guarantee against any type of intestinal viruses including Coccidiosis, Parvovirus and Giardia once the puppy leave's Seller's possession.

STUD SERVICE FOR BREEDING:

Any female puppy purchased from Misty Sikora with AKC registration may be brought back for breeding to one of our studs. Misty Sikora reserves the right to have first pick of the litter in exchange for this stud service. Furthermore; there will be no cost to the buyer for this service.

BUYER AGREES TO THE FOLLOWING:

1. Buyer will provide a safe and healthy home for this dog.
2. Buyer will have this puppy vaccinated and seen by a veterinarian on a regular schedule and ensure that the dog receives good medical treatment and care.
3. Buyer is responsible for all veterinarian fees for the examination and/or treatment of the dog.
4. That there will be no obligation on the part of Misty Sikora (Misty's 101 Doxies) for the Buyer's inability to show or breed the dog.
5. That UNDER NO CIRCUMSTANCES will Buyer ever turn the dog/puppy over to a shelter or SPCA or abandon the dog. If you cannot provide a safe and healthy home, you may return the dog to Misty Sikora. Furthermore; Misty Sikora will not be liable for any refund of the Total Sale Price.
6. If Buyer purchased dog solely as a companion pet, it has been recommended to Buyer that Buyer have the dog spayed or neutered at age recommended by their veterinarian.
7. Those cases of neglect, abuse or obesity by Buyer (or any party in Buyer's household or control) shall hereby cause the congenital health warranty portion of this Sales Contract Agreement ("Agreement") to be null and void.
8. In the unlikely event of litigation initiated by Buyer, Buyer will be responsible for paying all attorney fees and all court costs. Any litigation to take place in Jackson County, Florida.

Buyer acknowledges that this written Agreement constitutes the entire Agreement regarding the health, condition, care and loss of the dog between the Buyer and the Seller. Buyer has not relied on any oral representation contrary to this Agreement.

Buyer's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_