

~ Soleil American Eskimos ~

Puppy Purchase Agreement

This contract is voluntarily entered into by _____, herein referred to as the "Buyer," and Leslie Floyd, "referred to as the "Seller" on the date of _____. This agreement is non-transferrable to another party. Buyer and Seller agree to the sale of a dog to Buyer under the below terms, conditions, and warranties:

Health Guarantee and warranty:

The dog is being presented to Buyer in good health, and current on all applicable vaccinations, deworming, and flea treatments. The dog will have passed a thorough health screening before the sale to Buyer. Buyer agrees to resume timely, routine puppy vaccinations and recommended veterinary care after the transfer of the dog to Buyer. Buyer should have the dog thoroughly examined by a veterinarian during the first visit to ensure good health. Buyer agrees to notify Seller of any illness or health problems within 5 days of the exam and provide the diagnosis paperwork from the veterinarian to the Seller. In the unlikely event of an illness or health problem, Buyer may chose to receive a replacement dog or a full refund.

General Agreement Terms:

The Buyer agrees to the following terms and conditions. **Please initial by each item:**

_____ Buyer will provide the dog with daily fresh water, nutritious food, and exercise.

_____ Buyer will provide a fenced yard or area suitable for relieving the dog.

_____ Buyer agrees to not keep the dog in a kennel or outdoors all day. If the Buyer is not going to be home everyday, Buyer agrees to either find another place for the dog to go during the away periods, or will have someone come by to relieve the dog.

_____ Buyer will keep the dog current on all veterinary recommended vaccinations, deworming, flea treatments, and have at least annual health exams.

_____ Buyer agrees to provide basic training to the dog at an early age. Additionally, Buyer agrees to socialize the dog with other pets, people, and children at an early age. AKC has Star Puppy and Canine Good Citizen programs (available at your local PetCo) that are great for this purpose as a suggestion.

_____ Buyer will keep the dog in a loving and clean environment.

_____ Buyer agrees to maintain a regular cleaning and grooming routine for the dog.

_____ If Buyer lives in a warm climate, Buyer agrees to provide air conditioning or a similar cooling device for the dog during the hot months.

_____ Buyer agrees to have the dog microchipped and wear a collar with a dog tag at all times.

_____ Seller requests to be notified of any change in address or phone number should the Buyer move.

_____ Seller requests that Buyer notifies Seller of any show or field event titles achieved for breeding records.

_____ Seller requests occasional pictures of the dog with a brief description of how the dog is doing and of fun adventures the dog has experienced.

Buyer's Dog Quality Agreed Responsibilities:

Show Dogs: Most dogs will be show quality dogs, and strong preference will be given to show homes. Show dogs will be registered with the AKC and UKC at the time of sale, and will come with full breeding rights. Buyer agrees to never cross-breed an American Eskimo Dog with a breed other than an American Eskimo. If breeding the dog, Buyer agrees to breed only with other show quality American Eskimo Dogs who are registered with the AKC and UKC (other kennel clubs are acceptable in addition, too). Additionally, a copy of each parent's pedigree will be provided to the Buyer.

Pet/Companion Dogs: On occasion, a pet/companion quality dog will be produced in a litter. Buyer agrees not to breed this dog, and the dog must be spay/neutered before the dog turns one year old. Buyer agrees to provide Seller a copy of the receipt showing the spay/neuter procedure within 24 hours of it taking place. This policy will be strictly enforced. Pet/companion dogs come with limited registration from the AKC and UKC, which will disqualify the dog from participating in conformation events, but will allow the dog to compete in some field events. These limited registration papers will be withheld from Buyer until proof of the spay/neuter is provided to Seller.

Breeding, whether intentional or by negligence, of a pet/companion dog is strictly prohibited. Should this occur, Buyer agrees to pay Seller the full amount of any puppies sold, and could result in Seller reclaiming the ownership of the dog plus the new litter of puppies with all registration papers included. If Buyer is permitted to keep the dog, proof of spay/neuter is required within 30 days.

Right of First Refusal:

If the Buyer chooses to release ownership of the dog, the dog must immediately be returned to the Seller with all registration papers. There will be no exceptions to this policy. Buyer agrees that the dog will never be sold, given, or traded to another party. Additionally, Buyer agrees to never offer the dog to a puppy mill, humane society, pet

shop, broker, laboratory, auction, wholesaler, or any third party without first offering it back to the Seller. If the dog is found to have been abused or neglected in any way, the Buyer will surrender the dog back to the Seller.

Payment Policies:

Buyer and Seller agree that the dog is being sold to Buyer for the sum of \$_____. A non-refundable \$200.00 deposit is required to hold a puppy under the age of 8 weeks, which will be applied to the purchase price of the puppy. If no puppies are available matching the Buyer’s criteria from the current litter, the deposit will be applied to the next litter of puppies. For puppies over the age of 8 weeks old, the full purchase price of the dog is due upon the sale and transfer to the Buyer. In both of the above cases, payment in full is due at the time of puppy pick up, unless other prior arrangements have been made with the Seller, or Buyer will forfeit the deposit and puppy.

There is no deposit required to be put on a wait list, but other applicants who placed a deposit will be given first priority. Any remaining puppies will be offered on a first-come-first served basis.

Soleil American Eskimos accepts PayPal (an additional 6% fee is required by Buyer), Venmo, bank transfers via Zelle, cash, or personal checks. Please note that there is a 7-14 day clearing time on all checks during which time the dog will not be held for the Buyer. Cashiers checks and money orders are not accepted.

Agreement and Acceptance:

If Buyer breaches any part of this agreement, the Buyer agrees to relinquish ownership of the dog with all registration papers back to Seller, and no money will be refunded to Buyer. Should any part of this Agreement be deemed unlawful, the surviving terms and conditions remain in affect. Should Seller need to enforce the terms and conditions contained in this agreement, it will be done in a court of law or through a form of dispute resolution, with all expenses incurred by the Buyer.

By signing below, both the Buyer and Seller understand and agree to all terms and conditions contained herein, and will be legally bound by this agreement. The jurisdiction for the enforcement of this agreement will be in Collin County Texas, and will be in accordance with the laws of the state of Texas.

Agreed and Accepted:

(Signature of Leslie Floyd, Seller) _____
Date

(Signature of Buyer) _____
Date