

(This is a legally binding contract-see advice if you do not understand any portion herein)

Seller: Claires Ark Pet Emporium and spa

16964 Alico Mission Way #200

Fort Myers Florida 33908 239-990-6983

Buyer(s) _____ # _____

Address _____

Date of Sale _____ Price _____

Full AKC Registration _____ Registered Name must contain Beachsides Limited AKC Registration _____

Non-Refundable Retainer \$ _____ Date received _____ **PAYING OFF YOUR PUPPY IN FULL AT TIME OF RETAINER GIVES 10% DISCOUNT**

Remaining balance due \$ _____ Due By _____

Description of Puppy or Dog:

Breed **Great Dane** Color _____ Sex ____ Date of Birth _____

Buyers & Sellers/Breeders Agreements

Deposits are taken on puppies up to 6 weeks of age. No deposits will be taken on older than 6 weeks because full purchase price is required. **MOST PUPPIES GO TO THEIR NEW HOMES BETWEEN 8-10 WEEKS OF AGE.** We do not guarantee delivery of a puppy **BEFORE** 10 weeks of age. All puppies MUST BE

PAID IN FULL BY 6 WEEKS OF AGE. X _____

We accept Cash, U.S. Postal Money Orders, Wal-Mart Money Gram Money Orders, and Walmart money gram, Cash app, Venmo, Pay Pal, and Zelle as acceptable forms of payments. All money orders are to be made out to Christopher Scherzer. Wal-Mart Money Gram Wire Transfers Sent to Christopher Scherzer. 239-841-9799. Fort Myer's, Fl, 33912. Debit and Creditcard payments are also accepted please add an additional 3.8% processing fee.

Buyer Representation: The Buyer represents to the Breeder that the Buyer is at least twenty-one (21) years old; that the Buyer has never been cited for, charged with or convicted of violating any animal cruelty law; that Buyer either owns Buyer's residence or has already obtained permission from the owner of Buyer's residence to own a Puppy a the Buyer's residence; that, if Buyer is affected or bound by any restriction or condition on the keeping of a dog (e.g., rules and regulations affecting a condominium unit), Breeder is not required to refund the purchase price of the Puppy.

The Buyer agrees that the Puppy will be used primarily as a family companion dog; will not be sold, given or transferred to any mass-producing kennel (puppy mill), animal testing laboratory or other business; and will not under any circumstances be used or trained for activities which are illegal or for which the Puppy is not suited by reason of temperament or conformation (including, but not limited to, use as an attack dog, hunting dog or fighting dog). Buyer agrees not to take this puppy to any pet store, Pet Park, or any other place that it may come into contact with sick or infectious animals until ALL puppy shots have been given. Failure to do so will void any and all Breeder guarantees.

The Puppy may be used and trained as a hunting dog, therapy dog or as a working dog that performs tasks appropriate to the Great Dane breed, and may, if eligible, be entered in obedience and/or agility competitions.

X _____

This puppy is of typical temperament and structure, and embodies the basic standards of the breed. This puppy is registered with the American Kennel Club (AKC). **This contract contains a damage statement which is: A \$5,000 damage claim against each named individual who buys a companion on a spay/neuter agreement and intentionally or accidentally breeds, or resells intact the said dog, stud or bitch for purpose of selling or otherwise placing puppies, and/or registers it with any registry other than AKC (i.e. CKC, APRI, UKCI, etc.) for the purpose of obtaining full registration in order to breed and sell fully registered puppies.** Buyer agrees not to resell/give away puppy/dog without first obtaining written permission from Chris Scherzer & Claire Scherzer. AND that said puppy/dog will NOT be re-placed/given away/sold without Chris Scherzer & Claire Scherzer's APPROVAL of new owner(s). **People who resell or rehome my Danes w/o notifying me BEWARE: This contract contains a RE-SALE RE-HOME damage statement which is: A \$3,000 damage claim against each named individual who buys a puppy/dog as being for them personally and intentionally resells/rehomes the said puppy/dog or otherwise placing puppy/dog in a new**

home at any time without written approval and permission from Chris Scherzer & Claire Scherzer. We have this clause to ensure our puppies and dogs go to their forever homes and are not adopted on a whim or for the purpose of resell/profit. This clause is effective and enforceable by law whether a signed contract is received or not from Buyer to Seller, i.e.: submission of the deposit activates this portion of Terms/Contract Agreement. **If at any time buyer is unable to keep said dog/puppy it MUST BE RETURNED to Sunflower Great Danes at buyer's expense. NO EXCEPTIONS.** All registration papers have to be signed over and returned to breeder at time puppy/dog is for a return to be processed and considered complete. In doing so, Buyer gives up ALL current and future claims to said puppy/dog and no monies are ever to be exchanged/refunded/compensated; which means if Seller, Chris Scherzer, re-sells surrendered puppy/dog, she does NOT owe and/or is not obligated to pay any money/compensation from new sale/re-sale to previous Buyer/Owner. Seller Chris Scherzer also has the option to keep returned puppy/dog and in doing so she does NOT owe and/or is not obligated to pay any money/compensation to Buyer that is returning said puppy/dog.

There is no *convenience* return/refund of adoption fee/exchange of puppy/adult for any reason. (i.e.: marital problems, allergies, puppy/adult barks, puppy/dog chews, and/or house breaking issues or Buyer changes his/her mind. NO EXCEPTIONS.

Return Policy: If the Buyer chooses to give up the puppy, for any reason, the puppy must go back to the Breeder/Seller. You can be assured that your dog will have a home ready in case of unforeseen happenings if possible. The Breeder will work hard to place your puppy into another pet home.

THIS IS A RETURN CONTRACT, if for any reason purchaser is unable to keep said puppy/dog it is to be RETURNED TO THE BREEDER with AKC paperwork and vet records. The puppy/dog will not for any reason be sold, given away, surrendered to the SPCA, shelter or a rescue. The breeder will re-home the dog as they see fit and no refund will be given. Purchaser is responsible for transportation.

X_____

Buyer (s) Responsibility: (All Puppies) Buyer acknowledges herein responsibility for maintaining the said dog in a healthy, clean and safe environment for the dog's lifetime. Buyer further acknowledges responsibility for any and all appropriate medical care that is necessary for maintaining the health and welfare of the said dog (heart worm prevention, vaccinations, flea control, de-worming's, etc.). **Buyer further agrees to update Breeder on dog's progress at least every 3 to 6 months and send pictures of the dog.**

X_____

This is a Spay/Neuter contract. All puppies/dogs sold on limited AKC registration go on a mandatory Spay/ Neuter agreement, Females may NOT be fixed before their 1st heat cycle and at least 1 year of age. Males may not be neutered before their 1st birthday.

X_____ **THIS DOES NOT APPLY TO FULL AKC**

The purchase price of this puppy will be refunded if the buyer furnishes the Seller with a veterinary certificate indicating that the puppy has a life threatening congenital defect within 72hrs after taken possession of said puppy.

Seller does not guarantee against communicable diseases beyond 24 hours of buyer receiving the puppy. Including the canine Parvo Virus. Luxated Patella, Hernia, Kennel Cough, Coccidia and worms are not serious health problems if treated and are not covered by this warranty. They have to be treated according to Buyer's veterinarian recommendations and Buyer's expense. This guarantee does not include uneven bites, undescended testicles. A diagnosis of coccidiosis, giardia or any other type of bacterial infection does not render your puppy unhealthy. Coccidia and Kennel Cough, which is common in puppies that are shipped and usually caused by bacteria. Kennel Cough is self-limiting and like the common cold, it must run its course. Full recovery is expected and Kennel Cough on its own is not life threatening. Any physical problem that is or could be the result of injury is not covered by this guarantee. No veterinary or shipping cost will be reimbursed by seller.

We will guarantee the above AKC puppy for two years from the date of birth against death caused by a genetic defect, or any genetic defect that would be life threatening to the dog. The diagnosis must take place within the first 2 year for this claim to be valid. Accurate diagnosis of the life threatening genetic defect by a treating veterinarian, all documents and proof of the claim is to be sent to Seller within the first 2 years. If hip dysplasia is suspected the Buyer will obtain x-rays when the dog is 2 years old and send them to the OFA for Evaluation. Penn Hipp is also acceptable. If the claim is for the death, we will need all documents from the treating veterinarian, a formal autopsy and a cause of death to be sent to Seller. If all documents received and the claim occurred within the first 2 year and it is valid, we will replace the pup with a pup of equal value and of the same gender, as pups are available, with the buyer being responsible for all transportation costs. If the dog being replaced is used for breeding during, prior or after, the claim will be void. Prior to replacement of the puppy, the original AKC papers will be signed and returned to Seller.

Seller does not guarantee against avoidable disease caused by improper care or neglect by the buyer. The puppy is healthy at the time of sale. The puppy has had the immunization provided in the health record. Vaccinations must be kept current or the guarantee is void regarding said puppy.

The buyer must provide proof that the puppy is on Quality Dog Food until the puppy is full grown or for 2 years. Seller does not guarantee that this puppy shall win in conformation/performance events. Seller does not guarantee the size of the puppy's adult weight.

This agreement is mutually stipulated to have been entered into at Wyandotte County, Kansas regardless of where it is signed. Buyer and Seller/Breeder agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall lie in Wyandotte County, Kansas and that this agreement shall be interpreted in accordance with the laws of the state of Kansas. The prevailing party in any litigation shall be entitled to their reasonable costs and attorney's fees.

All shipping/delivery fees must be paid prior to shipping/delivery and by the time that the puppy is 6 weeks of age. Puppies that are purchased after the age of 6 weeks and need to be shipped/delivered must be paid for in FULL (shipping/delivery fee included) at the time of sale.

Buyer has to provide their own kennel/carrier for puppies/dogs that are being picked up.

Furthermore, for puppies that have delayed shipping due to weather conditions, Buyer understands that shipping fee may increase due to added weight gain during time puppy is held over for better weather conditions as well as a larger shipping kennel may need to be purchased to accommodate any weight gain. Buyer agrees to pay extra fee via Pay Pal or Wal-Mart Money Gram Wire Transfer one week BEFORE puppy is to be shipped. Should Buyer refuse to pay extra fee according to above terms, puppy will not be shipped, puppy will be offered up for adoption again and any money previously paid towards puppy will be forfeited as compensation to Seller for caring for the puppy during purchased/sold time frame. **NO exceptions.**

Seller does not guarantee your puppy in the case of ear cropping or any other procedure requiring anesthesia. Pups sold with recent ear crop and/or still in braces and/or dew claw removal sell "as is" and any future care/expense that may arise from ear cropping/dew claw removal, is the responsibility of the new owner, seller will not be responsible for any vet bills after date of sale/purchase or from Ear Cropping if Buyer chose to have Seller arrange and handle getting the ears cropped.

It is the Buyer's responsibility to read and fully understand this contract, fill in the information sign it and send/present to Seller at time of deposit or payment in full.

IF Buyer does not give Seller a signed printed contract, all warranties/guaranties are null and void and animal(s) sell **as is, as PET quality (w/o paperwork)**, w/o warranty/guarantee of any kind, NO exceptions. Upon receiving the signed copy, Breeder will complete the form, sign and return a copy to Buyer so each party has a completed signed copy.

1. If the Owner should sell, transfer, or giveaway said dog, with Sunflower Great Danes prior consent, All the same terms and conditions as stated in this agreement will apply to New Owner. X_____
2. Waiver of any part of this contract shall be deemed void or invalid under the law, such finding shall not affect the remaining portions of the contract. X_____
3. If a dispute arises out of this transaction, parties agree to conduct mediation and/or arbitration prior to filing a lawsuit. Any lawsuit must be brought in **Lee** County, **FL** where Breeder resides. The laws of the State of **Florida** shall apply to the interpretation of this contract. X_____
4. Social Media Clause. ANY NEGATIVE POSTINGS ON ANY SOCIAL MEDIA OUTLET IS DEEMED HARASSMENT. We will prosecute to the fullest extent of the law. All communication between breeder and buyer is deemed confidential. Any publishing or sharing of correspondence will breach this contract and result in immediate legal action, to include but not limited to repossession of puppy/dog. X_____

5. Applies to FULL AKC ONLY

No Females may be bred before 2nd heat; No males before 1st Birthday.

SCOPE AND AMENDMENTS:

This agreement embodies the entire agreement between the parties hereto, and supersedes any and all other agreements between the parties in connection with the syndication of the Puppy described herein. This agreement may be amended at any time by the consent and signature of all parties in writing, provided that the written document so states that the purpose of the document is to amend this agreement.

This agreement is hereby entered into and wholly executed in the State of Kansas and litigation arising from any possible breach of this agreement shall be adjudicated in the County of Wyandotte the State of Kansas, under Kansas law. All parties hereby submit themselves to the jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

ACCEPTANCE:

By signature below, the Buyer(s) and Breeder affirm that they have read and understand this agreement and will abide by the articles of this agreement.

Termination: This agreement will terminate upon death of puppy referred herein with no further liability, obligation, or encumbrance to the parties in this agreement.

Release: The Buyer hereby releases the Breeder and the Breeder's executors, administrators, personal representatives, estate, legatees, devisees, heirs, successors and/or assigns from any and all liabilities, claims, responsibility and damages arising out of, resulting from or relating to any damage, harm or injury (including, but not limited to, injury to a person or damage to property) caused by the Puppy after delivery to the Buyer.

This _____ Day of _____, 2023

Signed by Buyer _____ Date _____

Signed by Buyer _____ Date _____

Signed by Seller _____ Date _____

Signed by Seller _____ Date _____