

Smokey Mountain Chihuahuas

SALES CONTRACT

This contract is between Jessica Harloff, herein after referred to as "Seller/Breeder" and _____, herein after referred to as "Buyer". In consideration of payment in full of the purchase price by Buyer to Seller, Seller agrees to transfer to Buyer, subject to the terms and conditions contained in this contract, the ownership of one _____ (sex) Chihuahua (breed) puppy, herein after referred to as "Puppy" (regardless of age), from the mating of the sire and dam identified below.

This is to certify on _____ the sale of one chihuahua puppy for the sum of _____ took place between the seller, Jessica Harloff and the buyer.

DESCRIPTION OF PUPPY:

Name: _____

Date Of Birth: _____

Sire: _____

Dam: _____

Name of Registry: _____

Type of Registration: Limited _____ Full _____

CONDITIONS OF SALE:

The Buyer understands that if he/she is unable to keep this puppy, it can be returned to the Seller at ANY point in the puppy's life. Buyer also understands that if they can no longer keep said puppy that first buy back option should be given to the Seller. If Seller is unable to buy the puppy back, Seller will help to find the puppy a suitable home. The seller must be notified of ANY change of ownership and must be given the new owner's name, address, and phone number.

1. A licensed veterinarian must check this puppy within 72 HOURS after the puppy is picked up. A copy of the vet exam must be sent to the Breeder within 1 week of receiving the puppy or this contract is null and void. NO EXCEPTIONS.

2. The breeder guarantees this puppy to be in good health at the time of pick-up. The seller will provide a vaccination record of the purchased puppy/dog. If the puppy/dog is due for vaccinations, and the Buyer(s) fail to provide vaccinations on that day, and the puppy contracts illness or diseases that would otherwise be prevented by those vaccinations then this guarantee is null and void.
3. The seller does not guarantee against hypoglycemia or any other common health issues such as diarrhea, wormy stool or exterior parasites. Any parasite that can be easily cured with medication is not covered by this guarantee and the seller is not responsible for any cost involved in the treatment. Parasites live in the soil and are easily ingested by dogs. The mothers can also have dormant parasites that only come out with stress and can be transmitted to offspring during nursing. We deworm our puppies several times using multiple dewormers to cover any possible parasite. Parasites are extremely common in puppies and dogs and can require additional deworming's even after being dewormed previously to rid any remaining parasites. This being said, seller recommends buyer(s) veterinarian to prescribe puppy on a monthly preventative for the rest of their lives. The seller also recommends buyer(s) to have their veterinarian do fecals 2x a year.
4. The seller does not guarantee against any alopecia related conditions with puppies that are of diluted colors (blue or lavender), or any puppies who carry diluted ancestry. The seller is not responsible for any alopecia treatment or costs associated with this condition if the buyer decides to have treatment on their puppy/dog for any alopecia related issues. Please do your research first before purchasing a puppy who is of diluted color or of diluted ancestry.
5. Open fontanelles are not covered by this health guarantee. Open fontanelles are considered very common in toy breeds, and eventually close by the time the puppy reaches one year of age. Sometimes, open fontanelles do not close entirely but is no need for concern. Owners should only be cautious to avoid any head injuries happening by things such as jumping off couches, bed or being dropped.
6. Some puppies are sold as "PET ONLY" due to things such as underbites, overbites, or being too small to breed safely. This contract will state if said puppy is being sold with LIMITED or FULL breeding rights.
7. The seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) received the puppy. The seller guarantees the above-described puppy to be healthy at time of sale. The seller does not assume any liability for any injury to said puppy after the time of sale. If there is a problem with the puppy, Seller's veterinarian and Buyer(s) veterinarian must both agree health reasons existed before time of purchase, provided the puppy has been properly care for in Buyer(s) possession.
8. If puppy dies within 24 hours of purchase, Buyer(s) must have a necropsy performed by a licensed veterinarian at Buyer(s) expense to determine cause of death. If cause of death is due to problems that existed before the time of purchase and after Sellers' veterinarian has examined the puppy, a replacement puppy will be given. The replacement puppy will be of equal value. The replacement puppy will only be given if the above puppy has properly been cared for while in the Buyer(s) possession. No cash refund will be given and UNDER NO CIRCUMSTANCES WILL A REPLACEMENT OF A PUPPY TAKE PLACE IF THE ABOVE CONDITIONS ARE NOT MET. If no puppy of equal value is available, the seller will give the option for Buyer(s) to be placed on a waiting list for an upcoming litter to be born, or to choose an available puppy that is of less value than original puppy if they wish. Buyer(s) will also be given the option to pick a puppy of more value and cover the difference.

9. Minor health problems that can be cured by medication or surgery are not covered by ANY guarantee.
10. The Seller shall provide the registration certificates (individual) to the Buyer(s) for each puppy if FULL rights have been given.
11. If Buyer(s) plan to show puppy, there is no guarantee that the puppy will be a champion. If Buyer(s) plan to breed puppy, there is no guarantee about the puppy's fertility.
12. The Buyer(s) agrees to provide their puppy with annual vet exams, including heart worm checks and preventatives, to do all vaccinations yearly, and to keep records of it. Failure to comply with and provide documentation of these requirements voids all guarantees. The Buyer(s) further warrants that the puppy will be kept appropriately for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Puppy will receive regular vaccinations. Puppy will receive all necessary veterinary care to maintain its good health. Remember to keep your puppy clean and in sanitary condition.
13. If you're purchasing one of our puppies, it shall be dewormed several times and receive age-appropriate vaccinations. It is the Buyer(s) responsibility to upkeep further vaccinations, deworming, and monthly preventatives once they are needed.
14. I, as the seller, further guarantee your puppy for (1 year) from the date of his/her birth against any life-threatening congenital defects meaning the puppy will die because of this defect. If within that time a life-threatening congenital defect is found, the seller will replace the puppy with another puppy of equal value once original puppy is returned (at buyer's expense). No money will be refunded for the puppy or costs incurred by Buyer(s) veterinarian while said puppy was in Buyer(s) possession. A signed statement and autopsy report from the Buyer(s) veterinarian confirming any congenital problems or death is required. Please note that under no circumstances will I, the Seller be responsible for any veterinary or medical bills incurred. Autopsy will be paid by Buyer(s). If puppy dies within 1 year of birth, a necropsy must be performed by a licensed veterinarian and results of report must be sent to the Seller in writing by the veterinarian before a replacement puppy will be considered. The results of the necropsy will determine whether a placement puppy will be given. If no puppy of equal value is available, Buyer(s) will have the option to pick from a puppy that is available with no refunds given for the difference in value, to be placed on a waiting list for an upcoming litter with a puppy of equal value, or Buyer(s) will be given the option to pick a puppy who cost more than original puppy if they pay the difference.
15. No replacement for temperament is given, as this is environmental and Buyer(s) responsibility. Responsible breeders expect that this puppy is properly socialized and attend puppy obedience classes. As breeders, we do everything possible to as to produce dogs of sound mind (temperament) and body. Some responsibility is the Buyer(s) as to proper feeding, exercise, socializing, and training, of which all have a bearing on the end results of a sound adult dog. Seller(s) are not responsible for any damage to property that the puppy might do at any age.
16. Puppies being sold with LIMITED registration mean they MUST BE spayed/neutered by 10 months of age if registration is to be provided. A copy of the spay/neuter with written veterinarian signature and veterinarian phone number must be provided to the seller within 10 days of spay/neuter. If the puppy is not spayed/neutered by 10 months of age, this contract is null and void.

17. Puppies that are sold with FULL registration, which allow the breeding of puppy at appropriate age, terms/conditions to this are all females are NOT to be bred before their second heat cycle.

18. The said puppy should also be named with our kennel name at the beginning of the registered name on registration paperwork. We require our kennel name, SMOKEY MOUNTAIN'S to be put on front of your chosen name for the puppy. EXAMPLE: "SMOKEY MOUNTAIN'S DXIE." This is required so that we can keep up with our bloodline as well as our puppies.

This contract contains the entire agreement between the parties and no statement or verbal agreements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties. Violations of this contract will constitute a BREACH OF CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of said puppy to the Seller. If for any reason there is a dispute, all proceedings are to take place inside the Hawkins County, Tennessee district.

I have read and understand the stipulations of this contract and voluntarily agree to all elements, stipulations, and provisions herein.

Printed Name of Buyer: _____

Buyer Signature: _____

Date: _____

Address: _____

Phone Number: _____

Email Address: _____

Printed Name of Seller: _____

Seller Signature: _____