

# Smokey Mountain Chihuahuas LLC

## Sales Contract

Agreement Between Seller/Breeder and Buyer

This Sales Contract ("Agreement") is made and entered into on \_\_\_\_\_

between

Jessica Harloff, ("Seller/Breeder"), and \_\_\_\_\_, ("Buyer").

### 1. Puppy Information

Breed:

\_\_\_\_\_

Date of Birth:

\_\_\_\_\_

Color/Markings: \_\_\_\_\_

Sex:

\_\_\_\_\_

Type of Registration:

\_\_\_\_\_

Limited or Full Registration and terms:

\_\_\_\_\_

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\_\_\_\_\_

### 2. Purchase Price & Deposits

The total purchase price of the puppy is \_\_\_\_\_, to be paid as follows:

Deposit: \_\_\_\_\_ Received on: \_\_\_\_\_

Form of payment: \_\_\_\_\_

Balance Due:

\_\_\_\_\_

If Buyer is purchasing the puppy through a 3rd party platform such as Gooddog, Buyer understands sales tax is added and collected by Gooddog and not the Seller/Breeder. Any fees associated with Gooddog, such as "Buyer Protection" DOES NOT go to the Seller and will not be listed on the purchase price amount. Gooddog will send you a receipt for the transaction with the tax and fees included.

- For deposits placed on puppies who are younger than 8 weeks old at time of reservation, the Seller/Breeder will hold/reserve the puppy until it reaches the appropriate age to leave at 8 weeks old with a \$500.00 deposit. After the puppy is of age to leave, Buyer must pick up their puppy or have means of transportation already scheduled so that the puppy leaves the Seller/Breeder's care by the time it's old enough to leave at the 8-week period. If the Buyer needs up to 2 additional weeks more to pick up their puppy, or schedule a transporter for pick up, Seller requires a larger deposit of \$800.00 to hold/reserve a puppy. Any hold/reserve time that exceeds 4 weeks after the puppy has reached 8 weeks old, the Seller/Breeder will require the puppy to be paid for in full up front to hold/reserve. In addition, the Seller/Breeder will require an additional \$100.00 a week for boarding for up to 4 weeks after being held. Buyer is aware this boarding fee is to be paid in advance and that this is a separate cost from the puppy. If the puppy is not picked up by agreed time, Buyer forfeits any money paid towards the puppy.

- For puppies who are already 8 weeks or older at time of reservation, Seller/Breeder will hold/reserve any single puppy for up to 7 days with a \$500.00 deposit. After the 7 days are up, the Buyer must pick up their puppy or have means of transportation already scheduled so that the new puppy leaves the Seller/Breeder's care by the end of the 7-day period. If the Buyer needs up to 2 additional weeks more to pick up their puppy, or schedule a transporter for pick up, Seller/Breeder requires a larger deposit of \$800.00 to hold/reserve a puppy. Any hold/reserve time that exceeds 4 weeks, the Seller/Breeder will require an additional \$100.00 a week for boarding for up to 4 weeks after being held. Buyer is aware this boarding fee is to be paid in advance and that this is a separate cost from the puppy. If the puppy is not picked up by agreed time, Buyer forfeits any money paid towards the puppy.

3. Transportation Terms & Fees for Meeting at the McGhee Tyson Airport Seller offers transportation in most cases. The options of delivering a puppy are by way of flight nanny, or ground shipper. Shipping rates differ and must be discussed with seller BEFORE sending a deposit. Buyer is aware that the flight nanny or ground shippers fee is separate from the Seller/Breeder and must be paid directly to the flight nanny/ground shipper, in the flight nanny/ground shipper's preferred method of payment. This means ALL shipping fees and/or shipping deposits do not go through Gooddog (if purchasing through that particular platform), it goes DIRECTLY to the flight nanny/ground shipper. The Buyer agrees to pay the flight nanny/ground shipper's deposit of HALF DOWN in order to book a flight or ground shipper. The Seller/Breeder

requires a puppy to be paid for in full BEFORE puppy leaves with the flight nanny/ground shipper, no later than 72 hours before the puppy is scheduled to leave with the flight nanny/ground shipper. If Seller/Breeder must drive to the Atlanta Airport to meet with the flight nanny or a Buyer flying in to pick up their puppy, a \$50 travel fee is required to cover fuel and parking. Buyer understands that if they hire a transporter or flight nanny who is NOT the Seller/Breeder or employee working for the Seller/Breeder directly to pick up their puppy, the Seller is no longer liable for the puppy once it leaves the Seller's care.

#### 4. Health Guarantee

The Seller/Breeder, further guarantees 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, Seller/Breeder 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 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/Breeder be responsible for any veterinary or medical bills incurred. Autopsy will be paid by Buyer(s). If the 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/Breeder in writing by the veterinarian before a replacement puppy will be considered. The results of the necropsy will determine whether a replacement puppy will be given once Seller/Breeder's veterinarian reviews the findings. 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, or to be placed on a waiting list for an upcoming litter with a puppy of equal value. Buyer(s) will be given the option to pick a puppy that costs more than original puppy if they pay the difference.

The Seller guarantees that the puppy is in good general health at the time of sale. The puppy has received age-appropriate 5-way core vaccinations and deworming. The Buyer understands that the Seller/Breeder may do a portion of the vaccinations if the Seller/Breeder's veterinarian did not do them in hospital. These vaccinations are of the same quality that veterinarians use and have been handled with proper protocol and are kept in a refrigerator. They are never left out to be room temperature. The Buyer understands if the puppy is due for vaccinations after the sale, and the Buyer fails to provide vaccinations on time and contracts an illness or disease, this guarantee is null and void. The Buyer has 3 business days from the date of possession to have the puppy examined by a licensed veterinarian. If the puppy is found to have a life-threatening genetic or congenital defect, the Buyer must notify the Seller/Breeder in writing with a veterinarian's statement. Upon verification, the Seller/Breeder will offer a replacement puppy or refund the purchase price (at the Seller's discretion).

#### 5. Buyer's Responsibilities

- The Buyer has 3 business days from the date of possession to have the puppy examined by a licensed veterinarian. If the puppy is found to have a life-threatening genetic or congenital defect, the Buyer must notify the Seller/Breeder in writing with a veterinarian's statement.
- The Buyer agrees to provide proper care, housing, nutrition, and veterinary attention for the puppy during its entire life.
- The Buyer understands if the puppy is due for vaccinations after the sale, and the Buyer fails to provide vaccinations on time and the puppy contracts an illness or disease, this guarantee is null and void.
- The Buyer MUST refrain from setting the puppy down on ANY possible contaminated ground outside or surface where the puppy could contract an illness or disease until it has been FULLY vaccinated. This includes but is not limited to: parks, yards, pet stores, pet washes, airport pet relief areas, rest stops, or even places at Buyer's veterinarian office that weren't properly sanitized.
- The Buyer will not surrender the puppy to a pet store, animal shelter, or research facility. If the Buyer can no longer care for the puppy, they know they can return the puppy to the Seller/Breeder at any time of its life. There will be no refunds given, but a good home will be found for the puppy.

## 6. Additional Terms

Any additional agreements or stipulations are as follows:

- The Seller/Breeder does not guarantee against hypoglycemia. This is extremely common in toy breed puppies who are young. To prevent hypoglycemic spells, Buyer must make sure the puppy eats appropriately (puppies need to eat anywhere from 2-5 times a day depending on their size and eating habits). Puppies will eventually outgrow this as they get older and put on more weight. In the rare event that a puppy does not outgrow hypoglycemic spells and Buyer's veterinarian determines the puppy has a liver shunt after both fasting bloodwork and an ultrasound has been done and both Buyer and Seller/Breeder's veterinarians agree that the puppy will likely die without having surgery, Seller/Breeder agrees to replace puppy with one of equal value or give credit to the Buyer for a puppy from a future litter once puppy is returned to Seller/Breeder. Seller/Breeder is not liable for any cost incurred during treatment, diagnostics or surgery involving the puppy under Buyer's care. Buyer must notify Seller/Breeder immediately if a liver shunt is suspected by puppy's primary veterinarian and Seller/Breeders veterinarian must also agree with Buyer's veterinarian on suspected findings of a liver shunt for a replacement puppy to be given to Buyer. Original puppy MUST BE returned to Seller/Breeder for a replacement puppy to be given. Seller is not responsible for any transport/shipping cost for the Buyer to get puppy back to Seller/Breeder. NO EXCEPTIONS!
- The Seller/Breeder does not guarantee against diarrhea, internal or exterior parasites. Any parasite that can be easily cured with medication is not covered by this guarantee and the

Seller/Breeder is not responsible for any cost involved in the treatment. This includes, but is not limited to roundworm, hookworm, giardia and coccidia. Parasites live in the soil and are easily ingested by dogs. 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 even after being dewormed previously to rid any remaining parasites. Our puppies are seen by a licensed veterinarian, and all receive fecals, which will come with their vetting paperwork handed to the buyer. Seller/Breeder recommends Buyer's veterinarian prescribe the puppy on a monthly preventative for the rest of its life. The Seller/Breeder also recommends Buyer's to have their veterinarian do a fecal at least once a year.

- 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.
- The Seller/Breeder does not guarantee against any alopecia related conditions with puppies that are of diluted colors (blue or lilac), or any puppies who carry diluted ancestry. The Seller/Breeder is not responsible for any alopecia treatment or costs associated with this condition if the Buyer decides to have treatment on their puppy for any alopecia related issues. Please do your research first before purchasing a puppy who is of diluted color or of diluted ancestry. Many times, diluted puppies can have what is called "seasonal color dilution alopecia" which means that the dilute colors on their coat can shed during the colder months of fall and winter. Eventually it grows back in the warmer months.
- Open fontanelles/moleras are not covered by this health guarantee. Open fontanelles/moleras are considered very common in toy breeds and all puppies have them. Open fontanelles/moleras should eventually close by the time the puppy reaches one year of age. Sometimes, open fontanelles do not close entirely but there 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. Monitoring them around children and larger dogs is also recommended.
- The Seller/Breeder does not guarantee against any possible occurrence of cherry eye. We have been extremely lucky not to have any cherry eye pop up in our current line of dogs. However, this is something that can occur in toy breeds and can even be caused by trauma. Cherry eye treatment and surgery is not covered in this health guarantee and Seller/Breeder, will not be liable for any cost involved.
- Seller/Breeder does not guarantee against any possible occurrence of luxating patella as puppy grows into an older adult. Our veterinarian does a wonderful job checking over puppies when they are seen for their physical exam. She checks over patellas and if anything seems abnormal, the puppy is sold as "PET ONLY" and potential buyer is presented with evidence BEFORE sale of puppy. We have been lucky to have very healthy and sound puppies and adults with our current program. Unfortunately, luxating patella is very common in toy breeds.

Not all cases of luxating patella are congenital and can be caused from trauma from things such as jumping from couches, beds, or overly active dogs. Luxating patella is not covered under this health guarantee and Seller/Breeder is not liable for any cost of treatment or surgery.

- Some puppies are sold as “PET ONLY” due to things such as underbites, overbites, flaws or being too small to breed safely. This contract will state if said puppy is being sold with LIMITED or FULL breeding rights. Puppies being sold with LIMITED registration means they MUST BE spayed/neutered by one year 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/Breeder within 10 days of spay/neuter. Seller/Breeder recommends that any dog not being bred to be spayed/neutered by a year of age to help prevent cancer and other medical problems later in life.
- Puppies sold with LIMITED registration, will not be released with their registration papers. As they are for a “PET ONLY”. Once Seller/Breeder receives documentations for spay/neuter at the proper time frame. Seller/Breeder will send the registration papers to the Buyer.
- Puppies sold with FULL registration, which allow breeding, are NOT to be bred before their second heat cycle.
- The Seller/Breeder shall provide the registration certificates (individual) to the Buyer for each puppy if FULL rights have been given at the time of sale.
- If Buyer plans to breed said puppy, there is no guarantee about the puppy’s fertility.
- Puppies showing Cryptorchidism is not guaranteed under this contract. Sometimes, it takes up to a year for both testicles to drop. If at time of initial veterinarian examination shows one testicle has dropped, please give time for the other to drop. In rare cases, both testicles do not drop. Seller/Breeder is not responsible for surgery if puppy never drops one or both testicles.
- Umbilical hernias are not covered under this health guarantee. Umbilical hernias can be caused by mothers who may have been too harsh cleaning or chewing the umbilical cord at delivery, or new mothers with little to no experience. Our veterinarian examines each puppy during their initial visit and if a puppy has an umbilical hernia, evidence will be written down by the veterinarian on the exam findings and potential Buyer will be notified about it before a deposit is made. Some umbilical hernias can close on their own if small enough and do not require surgical repair. Puppies with larger umbilical hernias will be sold as PET ONLY and will come with limited registration so they are not bred. The umbilical hernia can be repaired during spay/neuter surgery. The Seller/Breeder is not liable for any vet bills or surgery involving treatment/correction of the umbilical hernia.
- No replacement for temperament is given, as this is environmental and the Buyer(s) responsibility. As breeders, we do everything possible to produce dogs of sound mind (temperament) and body. Some responsibility is that of the Buyer as to proper feeding, exercise, socializing, and training, which all have a bearing on the end results of a sound adult dog.

Seller/Breeder is not responsible for any damage to property that the puppy might do at any age.

## 7. Signatures

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/Breeder. If for any reason there be 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 with all elements, stipulations, and provisions herein. Both parties acknowledge that they have read, understood, and agreed to the terms and conditions of this contract.

### Seller/Breeder

Name: Jessica Harloff

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Buyer

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_