THIS AGREEMENT made the day of , 20 by and between:

## Buyer:

Name:

Address:

Phone: Email:

## - AND -

**Seller:**

Name:

Address:

Phone: Email:

UPON PAYMENT of the sum of $ paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog (the “Dog”) to Buyer:

|  |  |
| --- | --- |
| Name of Dog: | |
| Breed: Giant Schnauzer | Color: |
| Date of Birth: | Sex: |
| **Parental Information** | |
| Sire Name: | Sire Registration #: |
| Dam Name: | Dam Registration #: |
| Bred by Seller? Yes | Name of breeder: Bouchér Family Farms |

# The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Date Signature of Buyer

Date Signature of Seller

# TERMS AND CONDITIONS

## Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of $ , with payment of the balance of $ due upon release of the Dog to Buyer. The expected release date is , or such other date as the parties may mutually agree. Payment of the balance may be made by cash, credit card, cashier’s check, or electronic funds transfer applications (i.e., Zelle, Venmo, Pay Pal, etc.) a 3% surcharge may apply for electronic forms of payment.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

1. Buyer fails to complete the purchase of the Dog for any reason, or
2. Buyer fails to pay the balance of the Purchase Price within Seven (7) days of the agreed release date.

In either event, Seller shall be free to sell the Dog to another party.

If the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer’s deposit will, at Buyer’s option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of $25 per day will be charged for each day the Dog is boarded by Seller past the agreed release date.

## Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller’s sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

## Seller’s Representations and Warranties

Seller represents and warrants to Buyer that:

1. Seller is the legal and true owner of the Dog, and that Seller has full right and authority to sell the Dog.
2. The Dog is being sold free and clear of any lien, security interest, charge, or other encumbrance.
3. Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
4. The Dog is in good health and free of communicable diseases at the time of this sale. Buyer has seven (7) days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer’s sole cost. If the Dog displays a genetic defect, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the seven (7) day period will nullify this warranty.
5. If Buyer chooses to keep the puppy, no replacement will be given, and all medical costs and treatment are sole responsibility of the Buyer.

This Guarantee covers **genetic** defects in the Dog for up to one (1) year of the Dog’s age, it **does NOT** cover any non-genetic defects.

Seller **will NOT** replace a puppy or cover vet costs due to heat stroke, abuse/neglect, communicable disease (i.e., kennel cough, parvo, parasites, etc.), improper training or socialization, genetic or non-genetic diseases which come past one (1) year of age (i.e., Cushing’s, Thyroid, Addison’s, Arthritis, etc.)

Buyer agrees that they have thoroughly researched the Giant Schnauzer breed and understand the health issues they can possess later in life.

This Guarantee covers only the original Buyer and is not transferable.

1. Dogs may be eligible for return under limited circumstances if the health, welfare, and safety of the dog is in potential jeopardy.
2. Seller will not issue a refund or provide another Dog to Buyer unless the Dog’s return was a result of any misrepresentation on the part of Seller with respect to the Dog’s health.

## Fitness of Purpose

The Dog was bred as a **companion animal**, and Seller does not provide any warranty as to the Dog’s fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes.

## Buyer’s Representations

Buyer represents to Seller that:

1. Buyer will have the Dog spayed or neutered by the age of twelve (12) months.
2. The Dog will reside with Buyer as companion pet to Buyer and Buyer’s family.
3. Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
4. Buyer will provide the Dog with nutritious food and necessary veterinary care and regular vaccinations (including rabies).
5. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
6. Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
7. In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

## Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller’s costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs, or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

## Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

## Governing Law

This Agreement shall be governed by and construed in accordance with the state laws of Colorado and Federal laws set forth by the United States.

## Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically or otherwise stated, in writing, in this Agreement.

Date Signature of Buyer

Date Signature of Seller

***Acknowledgement of Receipt***

I acknowledge that I have received the Dog listed on page one of this agreement into my possession.

## DATE BUYER SIGNATURE