

Sales Contract

Jodi & Pam Helmuth

*Helmvine Cotons*  
7670 N Pleasant  
Fresno, CA 93711

Buyer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

SELLER: Pam and Jodi Helmuth of *HelmvineCotons* is the owner of the Coton de Tulear dog of the quality indicated:

\_\_\_\_\_ A pet companion dog, with registration papers.  
Pet companion dogs are sold without registration papers. The Seller will assist buyer in obtaining limited registration papers upon receiving a signed letter from a licensed veterinarian stating that the animal was neutered or spayed by six months of age or by recommended age by the Vet. \*If Seller does not receive proof of the dog being spayed or neutered by eleven months of age no registration papers will be attainable and any litters produced from the dog will immediately revert back to Seller.  
Buyer's Initials \_\_\_\_\_

\_\_\_\_\_ A show/breed prospect dog with registration papers.  
The Coton is a purebred dog who will be registered with the American Coton Club. Buyers will be required to become an ACC COE Breeder in order to breed and receive a breedable contract. No guarantee is made as to the animals ultimate performance as a show dog or as to its breeding ability. The breeding ability of the animal is warranted under the Health Guarantee. This Coton is not to be bred prior to having an eye certification exam by a board certified veterinarian ophthalmologist, and receiving an OFA certificate with a normal diagnosis or an acceptable Breeders Option. Also a veterinarians written approval regarding overall health including clearances from two other health exams elected from the list of health tests from the American Coton Club. All males are required to be tested through Embark DNA. Females shall not be bred before their second heat cycle and/or at least 18 months of age before delivery of any puppies. Males will not be bred before two years of age.  
Buyers Initials \_\_\_\_\_

The buyer wishes to acquire one Coton de Tulear puppy of the following gender:

Male\_\_\_\_\_ Female\_\_\_\_\_ Male or Female\_\_\_\_\_

Born on:\_\_\_\_\_

Name of Sire:\_\_\_\_\_ Reg#\_\_\_\_\_

Name of Dam:\_\_\_\_\_ Reg#\_\_\_\_\_

This Puppy is a pure bred Coton de Tulear and will be registered with the American Coton Club home of the Rare Breed Coton de Tulear. The puppy bares the name *Helmvine Cotons* at which must always be used as part of the animal's official name for every circumstance, including showing, registering, and advertising. At no time shall this puppy be registered with AKC without prior consent of the Breeder.

#### DEPOSIT & SALE:

This puppy is sold for \$\_\_\_\_\_ U.S. Dollars.

\* Transportation expenses are not included in this price and are the sole responsibility of the buyer.

1. The buyer will pay the seller a non-refundable deposit of \$500.00 which will be deducted from the total cost of the puppy. Checks and money orders will be made out in the name of the seller (Jodi or Pam Helmuth). Upon seller's receipt of the completed contract and deposit, the buyer will be placed in numerical order on a waiting list, according to the buyer's puppy preference, of the next available litter(s). Should the seller be unable to deliver the specified puppy, the buyer will receive a full refund of the deposit, or the buyer may choose to remain on the waiting list for the next breeding. Seller cannot guarantee when said puppy will be available.

2. The final payment is due when the buyer takes possession of the puppy. The final payment shall be make in the form of cash only.

#### GUARANTEES & OBLIGATIONS OF SELLER:

1. The seller warrants the puppy to be in good health, and has been examined by a licensed veterinarian. All age appropriate vaccinations will have been administered, and written proof will be provided to the buyer.

2. Should the puppy be diagnosed by a licensed veterinarian within one year of the date purchased as having a congenital defect, seller will replace the puppy/dog with one of the same sex, and of equal quality. The replacement is to be chosen solely at the seller's discretion, from seller's next available litter. Seller has the right to take the puppy/dog back unless buyer accepts the puppy/dog "as is". Buyer must provide seller written medical verification by a licensed veterinarian of a congenital defect affecting the puppy/

dog utilization as a pet. The written diagnosis must be accompanied by supporting data for evaluation by seller's veterinarian. As a condition for replacement, buyer must spay or neuter the puppy/dog at buyer's expense. Buyer shall pay any shipping charges. In no event shall buyer be entitled to a refund of the purchase price or any part thereof because of a diagnosed congenital defect. Seller shall have no liability for cost of diagnosis or for medical care.

Buyer agree not to expose puppy to public areas where diseases can be present until the puppy has received its entire series of vaccinations.

The bite and teeth of the Coton are not included under the health warranty unless an addendum is made to the contract. Puppy canine teeth can be narrow due to the small mouths of the babies. Under no circumstances are puppy teeth to be pulled before the Coton's permanent teeth have erupted. The puppy teeth are the guides for the permanent teeth. If they are pulled early it can cause the adult teeth to fall out of correct placement. The bite and teeth placement will not be permanent until the Coton is 6 months of age. Please do not play tug of war with your baby as that can cause the bite to go awry. Keeping track of your puppy's teeth until the permanents have come all the way in is important so that any possible issues can be caught early and corrected. Please contact the breeder with any questions.

3. Seller will provide buyer with registration papers for the pedigree in a timely manner.

4. If within 18 months of purchase, the puppy/dog is diagnosed in writing by a licensed veterinarian to be unable to breed or sire puppies, and the puppy/dog has not, in fact, had any litters or sired any puppies; buyer may return the puppy/dog to seller for a replacement puppy/dog of the same sex and quality, to be chosen at seller's discretion. Seller shall have no liability to buyer for lost profits resulting from the puppy/dog inability to breed or sire pups. Buyer shall pay costs, if any, to ship the puppy/dog to buyer. Seller is not responsible for costs associated with diagnosis, vaccinations, or other regular maintenance costs. (Not applicable on puppies sold as companion pets).

#### BUYERS OBLIGATIONS:

1. Buyer will have the puppy examined by a licensed veterinarian by the time the next set of vaccinations are due. Failure to have the puppy examined within 3 weeks will void the health guarantee, including the warranty concerning congenital defects.

2. Respect the puppy/dogs needs for food, shelter, socialization, vaccinations, health care, grooming and training to insure its safety and wellbeing.

3. Inform the seller of any change of address, phone number and email.

4. The buyer agree that the dog will never be given away, co-owned, sold, leased, or placed without written consent by the seller. If the buyer cannot retain the puppy/dog, the seller will be notified and have first rights to take possession back of the companion/breedable quality puppy with a maximum refund of \$1000.00, or assist the buyer in placing the puppy/dog. The buyer/owner will be responsible for transporting the puppy/

dog back to the seller and will be responsible for any fees and cost associated with the transfer back to seller.

5. The buyer will keep the seller informed of the puppy/dog progress and growth. The buyer may call upon the seller for advice and information pertaining to the welfare of the said puppy/dog. The seller will, to the best of their ability and knowledge, supply the buyer with advice and information.

Buyers initial acceptance of these requirements\_\_\_\_\_

\*In the event of litigation, legal procedures will be held in the seller's jurisdiction. This sales agreement is made between:

\_\_\_\_\_  
Buyer's Name Print

\_\_\_\_\_  
Seller's Name Print

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Seller's Signature

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.