**Black Beard’s Kennel Buyer Contract**

**Contact: Jay and Kara Barrett**

**Phone: Kara-(706)-892-5116**

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**DATE: \_\_\_\_\_\_\_\_\_\_\_\_ BUYER’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_PHONE: \_ (\_\_\_\_)-\_\_\_\_\_\_-\_\_\_\_\_\_**

**BREED: MINIATURE POODLE SEX: MALE OR FEMALE**

**MOTHER OF PUPPY: \_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_**

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The above-mentioned pet is in sound body, good health, and free from communicable diseases as far as it appears to the inspection of the purchaser at time of sale. The buyer accepts puppy “AS IS” at the time of sale. The buyer has the right to have the puppy replaced by us subject to the following conditions:

The purchaser agrees to take the pet to the veterinarian of his or her choice at their expense within 3 days of receiving the pet and a life-threatening genetic disorder is found. If the purchaser does not comply with this, then they accept this pet “AS IS” at the time of sale. No other legality will take place if such pet becomes unhealthy or dies. Any life-threatening genetic disorder must be in writing, notarized by the veterinarian within the 3-day vet exam, and presented to the seller, Black Beard’s Kennel, within 3 days of examination along with the autopsy report if pet becomes deceased. Worms, umbilical hernia, coccidia, ear mites, cryptorchidism and other internal or external parasites or allergies are not serious life-threatening health problems if treated. Therefore, these conditions are not covered under this warranty.

The replacement of the pet will only occur if the genetic disorder results in the loss of the pet. Black Beard’s Kennel reserves all rights to have the pet examined by our own veterinarian prior to any adjustments. Based on our veterinarian’s findings, then and only then will any adjustments be necessary.

Seller does not guarantee adult size or color of the pet. The seller assumes no responsibility for this pet after leaving the premises regarding medical expenses, property owners’ disapproval, people’s allergies, or disagreements between household members regarding the pet. Return of the pet once the pet has left the premises is subject to approval of Black Beard’s Kennel due to exposure of outside diseases, which can jeopardize the health of the breeder’s other stock. If Black Beard’s Kennel takes back possession of the puppy, the buyer relinquishes all rights and no refund will be issued.

Replacement will be of Black Beard’s Kennel choice stock available at the time or upcoming expected litter. No refunds will be given or reimbursement of any expenses, only replacement of the puppy. Black Beard’s Kennel is free from all liability once the pup leaves the premises and is cleared by the vet within 3 days from pickup. All our adult parents have been genetically tested through Embark. Our adults are free from any known health problems and receive regular vet checkups. Otherwise we would not breed them. This enables us to provide healthier puppies. However, we cannot guarantee that because our adults are healthy, that your puppy will never develop any issues. Just as adults develop health conditions with age, dogs can also do the same.

All vaccinations must be given by a licensed veterinarian. If vaccines are not given by a licensed vet, this contract is void. Any evidence of abuse or neglect will also void this contract. Each puppy will come with all vet, de-worming, and vaccination records at pickup.

 If court action is initiated for any reason, the buyer is responsible for all court and attorney fees period. Black Beard’s Kennel will not be responsible for any monetary losses due to court, attorney, or any medical and vet fees the buyer accumulates. Any litigation shall take place in Habersham County, Georgia where Black Beard’s Kennel resides.

**NO REFUNDS ARE PERMITTED**. However, if pet becomes deceased before buyer takes possession, a refund will be given, or deposit will be kept in reserve for a replacement puppy that is available from a future litter. If you place a deposit for a puppy and back out from purchase, refund will not be given and the deposit will not go towards the purchase of a future puppy.

You should not socialize the pet until he or she has had a series of vaccinations due to risk of contracting outside disease. This means you should not take your puppy to dog parks, let your puppy be around other animals of unknown vaccination history, or let your puppy down at the vet’s office until he or she is fully vaccinated. Full Vaccination will include at least three vaccines plus a booster at 16 weeks to protect against communicable diseases.

This contract does not cover pinched nostrils, hypoglycemia, coccidia, patella problems, heat stroke, pneumonia, hypothermia, parvo, hernias of any type, deciduous teeth, underbites, ivdd, or cosmetic flaws.

Black Beard’s Kennel highly recommends obedience training to maximize the potential for each puppy to fulfill the desires and expectations for the breed. The puppy will have tail docked and dew claws removed. It will have been examined by our vet twice and given at least 2 set of vaccinations before pickup or shipment. The puppy will be on a deworming schedule as well.

We do not allow outside visitors to come handle the puppies prior to pick up. This is the best prevention of outside disease as the puppies have immature immune systems and certain diseases can cause sickness and even death. We send videos and pictures as your puppy grows. We also do not allow visitors to see our adult parents for safety reasons. This contract consists of a non-refundable deposit of $500 to hold the puppy until pickup. Deposit will not be accepted until Contract is signed by the buyer. Remaining balance of $2000 is due in cash at pickup. The puppy comes with Limited AKC Registration. This pup is for sale as pet only and does not come with breeding rights. This pup is not for resale purposes. The remaining balance is due at pickup between 8 and 10 weeks. The Buyer is responsible for expenses that occur if keeping the pup past 8 weeks old. Arrangements must be made if the buyer wants the seller to keep the pup past 10 weeks or the contract will be void and puppy will be available for purchase. If shipping arrangements have been made, balance is due ten business days prior to shipping the pet. Shipping is the sole responsibility of the buyer. Black Beard’s Kennel is not responsible for any issues arriving from shipping and handling of the pet.

Black Beard’s Kennel has the right to refuse selling a puppy to a buyer at any time for any reason. At that point, a refund of the deposit if received will be made and this contract void.

I have read and agree to the above terms of this contract and have no further questions or concerns.

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Signature of Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_