

PUPPY CONTRACT

TERMS & CONDITIONS





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This Contract is entered into on ("Effective Date") by and between: **Sinala Cockapoos [Seller Name]** and **[Buyer name]**

Sinala Cockapoos **[Seller Name]**, with its principal place of business at **[Seller Address]**, York, PA 17402, hereinafter referred to as the "Seller."

AND...

[Buyer's Name], an individual/legal entity with its principal address at **[Buyer's Address]**, hereinafter referred to as the "Buyer."

Collectively, the Seller and the Buyer may be referred to as the "Parties."

WHEREAS, the Buyer desires to engage the Seller for the provision of puppy sale services, and the Seller is willing to provide such services, subject to the terms and conditions outlined in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PURCHASE PRICE

In accordance with this agreement, the Buyer solemnly commits to the payment of the purchase price, which is explicitly stated at \$. This includes a non-refundable deposit to reserve the puppy amounting to \$ The remaining balance of the purchase price is owed and is to be paid in full to the Seller upon the anticipated delivery of the puppy on 00/00/00, confirming a commitment to finalize the puppy's purchase. The Buyer acknowledges and accepts full responsibility for any associated expenses beyond the puppy's purchase price.

This includes, but is not limited to, fees related to transportation, health certificates, sustenance, and any supplementary services that may be specifically requested by the Buyer.

2. SELLER'S HEALTH GUARANTEE

The Seller offers assurance that, at the moment of sale, the puppy is in a state of good health.

In adherence to this commitment, the Buyer obliges to arrange for a comprehensive medical examination by a duly licensed veterinarian within a timeframe of 72 hours following the puppy's delivery.

If, during this examination, the veterinarian uncovers a substantial health issue that was not disclosed by the Seller, the Buyer retains the prerogative to opt for a full refund or to choose a replacement puppy, the latter subject to availability and mutually agreeable terms.

The seller affirms that the puppy has undergone an exhaustive regimen of all essential vaccinations, deworming procedures, and any other imperative health preventative measures.

In commitment to transparency and the well-being of the puppy, the Seller commits to providing the Buyer with official and certified documentation, detailing the administered vaccinations and deworming procedures. These records serve as an authoritative testament to the puppy's healthcare history.

3. PURPOSE AND USAGE AGREEMENT

A mutual understanding has been reached and is duly affirmed between the Seller and the Buyer regarding the intended use and purpose of acquiring the puppy. This

Agreement stipulates the following terms:

- The puppy is acquired with the primary intent of serving as a family pet or, where applicable, for breed-appropriate activities such as training for roles such as a guide dog, therapy dog, or herding.
- The Buyer explicitly acknowledges that the puppy is **NOT** being procured for the purpose of breeding, resale, and under no circumstances will it be deployed or trained for unlawful, unethical, or inhumane activities.
- It is firmly acknowledged that the puppy shall not be utilized in any capacity for activities for which it is not temperamentally or physically suited.
- The Buyer unequivocally agrees that the puppy shall not, under any circumstances, be engaged in activities involving harm, violence, fighting, or used as a guard or attack dog.

4. SPAYING/NEUTERING COMMITMENT

The Buyer willingly undertakes the responsibility of arranging for the spaying/neutering of the puppy by the agreed-upon date of **[date here]**. This will be at the expense of the buyer. To formalize this commitment and ensure seamless compliance, the Buyer must provide conclusive evidence of the procedure within 30 days after the surgery. If a licensed veterinarian deems it medically or otherwise inadvisable to spay/neuter the puppy for reasons of health or other compelling factors, the Buyer shall promptly supply written verification substantiating this decision to the Seller. The seller agrees when medically inadvisable to spay/neuter the puppy for health reasons, the puppy shall **NOT** be used for breeding purposes.

5. BREEDING

The Seller agrees **NOT** to employ the puppy for any breeding purposes unless a prior, distinct agreement detailing specific terms and conditions governing such an arrangement is duly established and appended to this contract. The initiation of any breeding endeavor necessitates a unique, mutually agreed-upon set of terms and conditions that shall be independently articulated.

6. REGISTRATION AND OWNERSHIP TRANSFER

The Seller undertakes the responsibility of promptly providing the Buyer with the registration documents or pertinent information requisite to establish and confirm the pedigree and identity of the puppy. In return, the Buyer, acknowledging this pivotal step in safeguarding the puppy's lineage, concurs to diligently and responsibly complete all essential registrations and the prompt transfer of ownership as necessitated by the pertinent canine registration authorities.

7. COMPREHENSIVE RETURN AND RESPONSIBLE REHOMING

In the unforeseen event that the Buyer encounters circumstances rendering them unable to continue the care and guardianship of the puppy, the following elaborate protocol shall be diligently observed:

- **Initial Contact with Seller:** As a first and paramount step, the Buyer shall initiate direct communication with the Seller, disclosing the circumstances necessitating the rehoming of the puppy. The Seller shall be the primary point of contact for this process.

- **Seller's Discretionary Return:** While the Seller retains the authority to consider the return of the puppy, it is essential to understand that the Seller may exercise this discretion at their sole discretion. Return is not guaranteed, and the Seller's decision is contingent upon their evaluation of the puppy's well-being and their capacity for responsible rehoming.
- **Seller's Consent Mandate:** The Buyer unequivocally agrees to abstain from surrendering the puppy to any animal shelter or third party without obtaining the explicit consent and guidance of the Seller. This measure is implemented to ensure the puppy's welfare and to uphold ethical rehoming practices.

8 .OWNERSHIP TRANSFER AND DOCUMENTATION:

The seamless transition of ownership is an essential component of this transaction. Ownership of the puppy shall formally pass into the possession and responsibility of the Buyer once full payment is completed. In alignment with this transfer, the Seller shall, upon the Buyer's request, provide an itemized bill of sale, a document of undeniable legal significance that shows the transfer of ownership.

9. TRANSFER OF RISKS

Upon the momentous occasion of the puppy's delivery, a significant shift in the responsibilities and liabilities takes place, signifying a paramount juncture in this transaction. The Buyer embraces the full array of duties and potential risks in connection to the puppy's well-being, which extend beyond mere ownership.

10. COMPLIANCE WITH LEGAL OBLIGATIONS:

The Buyer, in a resolute commitment to the lawful and ethical guardianship of the puppy, hereby solemnly agrees to adhere to the extensive spectrum of local, state, and federal regulations governing the comprehensive care and ownership of the puppy. This comprehensive adherence includes but is not limited to, the following components:

- **Licensing:** The Buyer acknowledges and embraces the obligation to secure any mandatory licenses or permits required for the ownership and guardianship of the puppy, as prescribed by local and state ordinances.
- **Vaccinations:** The Buyer is committed to upholding the prescribed regimen of vaccinations, ensuring that the puppy receives timely inoculations in accordance with the recommendations of professional veterinary care.
- **Legal Requirements:** The Buyer is obliged to dutifully fulfill all statutory and legal obligations, which may include but are not confined to, microchipping, identification, and record-keeping in accordance with pertinent regulations.

11. POST-POSSESSION ACCOUNTABILITY

It is imperative to acknowledge that the Seller extends no warranty, either explicit or implicit, beyond the precise terms articulated within this comprehensive Agreement. The Buyer should be duly informed that any additional claims, representations, or commitments, whether stated or insinuated, are neither expressed nor implied, and shall therefore be considered null and void. Furthermore, it is crucial to delineate that, subsequent to the formal transfer of the puppy into the Buyer's possession, the Seller disavows any liability or responsibility for any injuries, damages, or consequences, regardless of their nature or scope, that may transpire as a result of the puppy's actions, behavior, or presence in the Buyer's care

12. EARLY TRAINING AND SOCIALIZATION

The Buyer, in a deliberate acknowledgment of the profound importance inherent in the early upbringing of the puppy, recognizes that the foundational stages of training and socialization are pivotal determinants of the puppy's well-being and overall development.

13. PET INSURANCE

In the interest of safeguarding the puppy's well-being and ensuring its continued good health, the Buyer is cordially encouraged to consider the acquisition of comprehensive pet insurance coverage. This highly prudent measure, while not obligatory, serves as a proactive and responsible means to mitigate potential financial burdens associated with unforeseen medical expenses that may arise during the course of the puppy's lifetime.

14. MICROCHIPPING AND DATA TRANSFER RESPONSIBILITY

The Seller solemnly acknowledges that the puppy in question has been microchipped, and all requisite documentation has been provided to the Buyer. This documentation includes pivotal information, including but not limited to the precise microchip number, the manufacturer responsible for its fabrication, and the associated contact number of the manufacturer for immediate reference. It is essential to note that at the moment of sale, the onus of responsibility for maintaining the accuracy and up-to-date status of the microchip data remains with the Seller. The microchip contact information will remain the Seller's information, as such, the Buyer shall provide updated information for the Seller to ensure that all details pertaining to the puppy are consistently accurate and current, a measure that is not only pivotal for the puppy's welfare but also instrumental in safeguarding its rightful identification and recovery in the event of unforeseen circumstances.

15. DISPUTE RESOLUTION AND ALTERNATIVE LEGAL RECOURSE

In acknowledgment of the importance of maintaining a harmonious and transparent relationship throughout the course of this contractual engagement, it is required upon both parties to take a conscientious approach to dispute resolution. In the event of any disagreements or conflicts that may arise during the term of this Agreement, the following comprehensive and prudent procedure shall be diligently observed:

- **Mediation as the Initial Recourse:** As a foremost and primary step in addressing disputes, both parties shall engage in mediation, a collaborative process wherein an impartial and skilled mediator is enlisted to facilitate communication, negotiation, and resolution. Mediation offers a forum for constructive dialogue, affording an opportunity for the parties to reach an amicable agreement.
- **Arbitration as an Alternative Avenue:** In the event that mediation does not yield a satisfactory resolution, both parties agree to engage in arbitration, an alternative to formal litigation. Arbitration involves an impartial arbitrator who impartially reviews the matter and issues a binding decision, providing a streamlined and efficient means of resolution.

16. SERVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, it shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement. The parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the intent and economic effect of the original provision.

This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of it, and the remaining provisions of this Agreement shall remain in full

17. CHANGES

The seller retains the sole prerogative to amend or supplant these Terms at our discretion. In the event of a substantial modification, we will make every effort to furnish a minimum of 7 days' notice before the commencement of any new terms.

The determination of what qualifies as a substantial change shall rest solely within our judgment.

18. CONFIDENTIALITY

Both Parties agree to keep any confidential information obtained during the course of this Contract confidential and not to disclose it to any third party without the prior written consent of the other Party.

19. LIABILITY

You acknowledge and agree that Business Name shall not be held responsible or liable, either directly or indirectly, for any damage, loss, or harm, real or alleged, arising from or in connection with the utilization of, or reliance upon, any content, products, or services provided by **Sinala Cockapoos [Seller Name]** except to the extent caused by **Sinala Cockapoos [Seller Name]** negligence.

The Client bears sole responsibility for any breakages and associated charges will be incurred accordingly.

Indemnification

The Client agrees to indemnify and hold harmless Sinala Cockapoos (Ayana Herbert) from and against any and all claims, liabilities, damages, losses, costs, expenses, including reasonable attorneys' fees, arising out of or in connection with:

- Any injury, illness, or harm to any person or damage to any property, including but not limited to guests, invitees, or third parties, that occurs during or as a result of the picnic event, except to the extent caused by the negligence or willful misconduct of **Sinala Cockapoos [Seller Name]**.
- Any violation of applicable laws, regulations, or permits related to the picnic event by the Client or its guests.
- Any breach of the terms and conditions of this contract by the Client.

The indemnification provided in this clause shall survive the termination or expiration of this contract and shall extend to any claims or actions arising after such termination or expiration.

20. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Contract if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, fire, flood, pandemic, or other natural disasters.

21. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the state of **Pennsylvania**, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the state and federal courts located in **York County, Pennsylvania**.

22. TERMINATION

Either party may terminate this contract for any reason upon providing written notice to the other party at least **one (1)** day before the collection of the puppy. In such cases, the Buyer shall be responsible for any non-refundable expenses incurred.

23. PHOTOGRAPHY AND SOCIAL MEDIA PERMISSION

The Buyer hereby grants the Seller permission to capture and use photographic, audio, and visual content of the puppy. This content may include, but is not limited to, images, videos, and audio recordings.

The Seller may utilize the captured content for promotional purposes, including but not limited to advertising, marketing, social media, and website content. The Buyer acknowledges that the Seller holds the exclusive rights to these materials and may use them without any additional compensation to the Buyer.

In the event that the Buyer wishes to request the removal of online photos or videos featuring the purchased puppy, the Seller kindly requests that the Buyer provide details such as links and a concise description of the context surrounding the objection.

The removal of said content shall be subject to the discretion of the Seller, who will assess the validity of the request and act accordingly to uphold the privacy and interests of both parties involved.

This protocol is established to ensure a professional and considerate handling of concerns related to the online representation of the acquired puppy

24. ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written. IN WITNESS WHEREOF, the Parties hereto have executed this Puppy Contract as of the Effective Date.

1. Entire Agreement: This contract constitutes the comprehensive and exclusive agreement between **Sinala Cockapoos [Seller Name]** and **[Buyer Name]**, supplanting any prior agreements, whether written or oral.

2. Amendment in Writing: Any modifications, amendments, or alterations to this contract must be mutually agreed upon by both parties and documented in writing to be considered valid and enforceable. By signing this contract, both parties hereby affirm their full and mutual agreement with the terms and conditions stipulated herein.

Client name

Date

Client signature

(Sinala Cockapoos)

Date

Signature