

WyteRose Samoyeds - Puppy Sales Contract

This CONTRACT made the _____ day of _____, 20____ by and between:

BUYER(S):

Name(s): _____

Address: _____

Phone: _____ Email: _____

Phone: _____ Email: _____

- AND -

SELLER(S):

Name(s): _____

Address: _____

Phone: _____ Email: _____

Phone: _____ Email: _____

Upon receipt of the FULL PAYMENT of \$ _____ (plus any applicable fees) made by BUYER to SELLER, the SELLER then hereby grants, sells, conveys and transfers ownership of the following puppy/dog to BUYER:

LITTER NAME:		PUPPY ID COLOR:	
DATE OF BIRTH:		BIRTH ORDER:	
BREED:		SEX:	
MICRO-CHIP:		AKC LITTER ID/AKC ID:	
HOME TYPE:		REGISTRATION TYPE:	
SIRE:		DAM:	
SIRE AKC REGISTRATION:		DAM AKC REGISTRATION:	

The **SELLER** and **BUYER** accept and agree to be bound by this Puppy Sales Contract governing the purchase and sale of a puppy/dog from WyteRose Samoyeds.

PLEASE NOTE: If the information above does not describe the exact puppy/dog the BUYER will be receiving, then the SELLER will provide the BUYER with a updated copy of this contract as soon as the information is available.

Signature of BUYER(s)

Date (MM/DD/YYYY)

Signature of SELLER(s)

Date (MM/DD/YYYY)

BUYER'S Initials: _____

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DEPOSIT, PAYMENT, FEES:

The BUYER has 5 days to review this Puppy Sales Contract and contact the SELLER with any questions and/or concerns.

PURCHASE PRICE:	\$ _____	
RESERVATION DEPOSIT:	- \$ _____	
SELLER CREDITS:	- \$ _____	
PUPPY SALES CONTRACT DEPOSIT:	- \$ _____	DUE UPON SIGNING PUPPY SALES CONTRACT
AMOUNT DUE:	\$ _____	DUE ON GOTCHA DAY

All payments can be made by cash, check (made out to SELLER), or PayPal (4% surcharge applies)

PLEASE NOTE: The expected pick-up date can be scheduled with the SELLER anytime during this puppy/dog's 9th and 10th week of age, or such other date that is requested by the BUYER and approved by the SELLER.

The **BUYER acknowledges** and agrees that they will forfeit the deposit and any rights to this puppy/dog if:

- A. BUYER fails to complete the purchase of this puppy/dog for any reason.
- B. BUYER fails to pay the balance of the Purchase Price upon pickup date.

In either event that is described above, the SELLER shall be free to sell this puppy/dog to another party.

In the event that this puppy/dog is not available due to sickness, death, or any other circumstance under the care of the SELLER, BUYER's deposit will, at BUYER's option, be either (i) refunded, or (ii) transferred to the next available puppy/dog in the same litter, or (iii) transferred to the next litter of puppies.

14-DAY GENERAL HEALTH GUARANTEE:

To the best of our knowledge this puppy/dog is in sound body and good health, & free from communicable diseases & carries a health guarantee to that affect for 14 days following sale. The BUYER agrees to take this puppy/dog and health record(s) provided by the SELLER to a licensed veterinarian of their choice, within 14 days following the sale, for a physical examination at the sole cost of the BUYER.

Should this puppy/dog be determined to be in unacceptable health by the BUYER's licensed veterinarian, the cause of which the SELLER is clearly to blame, the BUYER will notify the SELLER within 2 days of the diagnosis. The SELLER agrees to provide a full refund (if puppy/dog is returned), or replacement (if puppy/dog is returned) or payment of medical bills by SELLER, not to exceed 1/2 of the purchase price (if puppy/dog is kept), providing a veterinary report is submitted to SELLER within 3 days of any medical problems that may occur during the first 14 days with the BUYER. The SELLER must be able to view or have SELLERs veterinarian view all medical reports from BUYER's veterinarian in regards to said puppy/dog to be in compliance with guarantees of this contract, failure to do so upon SELLERs request will render all guarantees null and void.

PLEASE NOTE: Undescended Testicles, Missing Testicle(s), and/or Umbilical Hernias are explicitly EXCLUDED from the GENERAL HEALTH GUARANTEE and are considered unavoidable occurrences and are NOT Health Defects.

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SELLER'S Initials: _____

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TERMS AND CONDITIONS:

1. The **BUYER agrees** to provide this puppy/dog with a life-long commitment, comfortable environment, prompt medical attention and responsible care. This includes keeping this puppy/dog parasite free and up to date with inoculations, proper nutrition (which consists of good quality feed given at regular intervals), and fresh water available at all times.
2. The **BUYER agrees** to provide a safe environment for this puppy/dog, and never allow this puppy/dog to roam freely without proper fencing or supervision. The SELLER has already micro-chipped this puppy/dog with an AKC ReUnite Micro-Chip. The BUYER understands that the SELLER is to remain an alternate contact on the AKC ReUnite Micro-Chip for the life of the puppy/dog. The SELLER **strongly recommends** that this puppy/dog's information be kept up to date with AKC ReUnite in order to facilitate his return if lost or stolen. More information about the AKC ReUnite program can be found at www.akc.org and in this puppy/dog's paperwork.
3. The **BUYER agrees** to contact the SELLER immediately if any questions, or concerns, arise about this puppy/dog, such as housing, diet, or health. The BUYER also agrees to keep the SELLER informed of any treatment as it occurs. This provides the SELLER with an opportunity to follow up on puppies/dogs, and gives SELLER important feedback and information on the health of our puppies/dogs for future generations.
4. The **SELLER guarantees** that this puppy/dog is a purebred Samoyed, offspring of the Sire and Dam as recorded on the first page of this Puppy Sales Contract and recorded on the pedigree for this litter (which will be provided in this puppy/dog's take home package). The SELLER is the legal and true owner of this puppy/dog and that SELLER has full right and authority to sell this puppy/dog. The puppy/dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
5. The **BUYER understands** the typical health issues that are associated with the Samoyed breed that they have chosen to purchase (more information about this breed can be found at www.akc.org and www.samoyedclubofamerica.org). The SELLER does not provide any guarantee as to this puppy/dog's fitness for any specific purpose other than for use as a companion pet.
6. The **SELLER guarantees** that this puppy/dog's Sire and Dam were both properly screened as required by AKC and the breed's parent club for the following **HEREDITARY DEFECTS** prior to breeding: Hip Dysplasia, Heart Defects, RD/OSD, NEPHRITIS, AMELOGENESIS IMPERFECTA (FEH), XL/PRA, and Eye Defects that may lead to blindness at a premature age. The SELLER has taken all the necessary steps required by the AKC and SCA (Samoyed Club of America) prior to the breeding of this puppy. The SELLER has also provided this puppy/dog with the proper health care by a licensed veterinarian and will provide the BUYER with a copy of this puppy/dog's record(s). All of these steps were done to give this puppy/dog it's best chance at a great life.
7. The **SELLER guarantees** against the aforementioned **HEREDITARY DEFECTS** (in item #6 above) until this puppy/dog is 3 years old and will reimburse the BUYER for all reasonable and customary costs associated with the hereditary defect (up to 1/2 the purchase price). All claims against this hereditary defects guarantee must be accompanied by a complete set of medical records from Veterinarian and the proper authority medically confirming that the condition is not a result of trauma, surgery, improper care and maintenance, consumption of a foreign substance, excessive overweight, or any other incident that may have occurred while under the care of the BUYER.

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SELLER'S Initials: _____

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8. The **BUYER agrees** to properly maintain the coat of this puppy/dog, and will not damage the coat by having it shaved for any reason other than for surgery. If the BUYER is not sure how to maintain the coat of a Samoyed puppy/dog, they agree to contact the SELLER for guidance. There are also many wonderful websites available to guide the BUYER in providing care and maintenance of a Samoyed's coat (more information can be found on the SELLER's website www.wyterosesamoyeds.com).
9. The **BUYER agrees** to not have this puppy/dog spayed/neutered/desexed until this puppy/dog is at least 25 months old (unless it is medically necessary and/or the SELLER grants the BUYER waiver). Failure to do so will void all guarantees.
10. The **BUYER understands** that this puppy/dog is being sold as a pet and will be on record with the **AKC** as having a **LIMITED REGISTRATION**, which means that this puppy/dog was sold as a PET and cannot be used for breeding purposes. If the puppy/dog is used for breeding purposes without the explicit written consent of the SELLER, the BUYER will be subject to a fine of \$10,000 and be considered in breach of this contract.
11. The BUYER agrees to use our kennel name, **WYTEROSE** (or **WYTEROSE'S**), as the prefix to this puppy/dog's AKC registered name, which is to be chosen by the BUYER and approved by the SELLER. The BUYER will receive the official AKC certificate and pedigree directly from the AKC. The BUYER agrees to promptly send/email to the SELLER a copy of the AKC paperwork for the SELLER's records.
12. The **BUYER agrees** if at any time the BUYER can no longer retain possession of this puppy/dog, the SELLER is to be notified, and given first option of resuming full ownership of puppy/dog, in order for the SELLER to locate this puppy/dog a new home. Refunds, if any, will be at the discretion of the SELLER. The puppy/dog will be returned with all AKC papers and medical records. Should any circumstances arise that affect the quality of life of this puppy/dog, the SELLER is to be informed, so that they may participate in determining the future of this puppy/dog. The SELLER reserves the right to approve/prohibit any transfer of this puppy/dog to a third party. Under no circumstances will this puppy/dog be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility. The BUYER also affirms that they are not acting as an agent for any other person or business in the purchase of this puppy/dog.
13. The **BUYER agrees** to feed the puppy/dog according to the guidelines as set forth by the **SELLER**. The BUYER understands that unapproved changes shall nullify the **SELLER's** Hereditary Defects Guarantee. Your puppy/dog is currently eating: Life's Abundance Small/Medium Breed Puppy Food.
14. The **SELLER agrees** to include copies of any aforementioned documents/paperwork/items for this puppy/dog in this puppy/dog's take home package. If the paperwork is lost/stolen/missing the BUYER agrees to contact the SELLER for a replacement copy.
15. The **BUYER understands** that there will be no defamation of WyteRose Samoyeds in any manner whether it be done by direct or indirect means on any social media or public platform, or this would be considered tortious interference of Business and punishable by an action at law.
16. The **BUYER understands** that any subsequent waivers, agreements, amendments and/or changes to the terms of this contract is at the sole discretion of the SELLER.

All guarantees are voided if this puppy/dog experiences trauma, consumption of a foreign substance, excessive overweight, improper care, and/or any other incident that occurs.

BUYER'S Initials: _____

SELLER'S Initials: _____

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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 this puppy/dog after placement with BUYER, 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) month of the date such claim or loss occurred.

GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the state of Maryland.

If there are any disputes in regard to the implementation of this contract it will be handled through the use of a mediator located near the SELLER's home in Maryland. If an agreement cannot be made thru the use of a mediator, the SELLER may escalate matters to an action at law or in equity, including, if appropriate, the right to injunctive relief and that the SELLER may recover from the BUYER the cost of any such action including attorney fees.

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 stated in this agreement/ Puppy Sales Contract.

Signature of BUYER(s)

Date (MM/DD/YYYY)

Signature of SELLER(s)

Date (MM/DD/YYYY)

BUYER'S Initials: _____

SELLER'S Initials: _____