POSH CITY YORKIES

Bill of Sale & Guarantee Buyer Name: Buyer Address: _____ Buyer Phone Number: **Terms of Sale: Puppy Name:** Color: DOB: Gender: **Date Reserved:** Sire: Dam: Price of puppy: Non-refundable Non-transferable Deposit of (applied toward puppy cost):

Full/Limited/No Papers:

Purchase Agreement

- 1. A holding fee in the amount of _____ was received on and applies toward the full purchase price and is NON-REFUNDABLE. Buyer understands that NO MONEY IS REFUNDABLE UNDER ANY CIRCUMSTANCES. ALL additional money received is NON-REFUNDABLE and shall be deemed part of the holding fee should the buyer choose to pay more on the puppy before he/she is ready to leave.
- 2. Buyer is to have said puppy paid in full by the agreed date of _______. If above said puppy is not paid in full by the agreed upon date there will be a daily late fee charge of \$5 for up to 30 days as well as half the remaining balance on the puppy due. If puppy is still not paid in full within 30 days of the agreed upon date (including late fees), buyer forfeits any money already given. If a new agreement is agreed upon, written notice will be given in form of email or a signed letter.
- 3. If Buyer chooses to pay via PayPal or credit card, buyer agrees to NEVER under any circumstances dispute charges through PayPal or credit card company in order to receive a refund of money. Buyer understands they are buying a live animal and that all money is non-refundable.

Buyer Initials:

Health Guarantee:

- 1. In order to activate the health guarantee, the puppy MUST be seen by a licensed Veterinarian within FIVE (5) business days after purchase. Failure to do so VOIDS this guarantee. All findings must be emailed to Cassie Lopez at poshcityyorkies@gmail.com this includes a perfect checkup.
- 2. This puppy has no known physical/congenital defects. We do not sell puppies that are sick, injured, or suffer from any known genetic defects. If within the first year of puppy's life, the puppy is diagnosed by at least TWO certified veterinarians as having a life threatening genetic defect that is not treatable, the buyer may return the puppy for a comparable puppy of equivalent value (breeder's choice) when one becomes available. Congenital defects of the heart, liver, and kidneys are included. Luxating patellas, collapsing trachea, and other defects that may occur by injury are not covered, unless it can be proven by veterinarians that the defect is, in fact, hereditary. Must be reported within the first year of the puppies life. The health guarantee is null and void if the puppy is

- injured and/or dies due to negligence by the owner, lack of care, or any accidents.
- 3. The seller assumes no responsibility for the puppy after sale. The seller will not be responsible for any medical or veterinary expenses, mortality, landlords disapproval, allergies, disagreement with family, or any other reason.
- There is no guarantee against diseases such as parvo, coronavirus, distemper, or kennel cough. To prevent your puppy from these diseases, please follow through with vaccinations and never take your puppy to public places before all vaccines are administered.
- 4. All expenses associated with return of puppy are the responsibility of the buyer. If buyer chooses to keep puppy after diagnosis, all related expenses are the responsibility of the buyer.
- 5. In the event of death due to congenital defect, a necropsy must be performed and a lab report made to determine cause of death. This is to be done by a licensed veterinarian of breeder's choice. If it is found that the puppy was abused in any way this guarantee is null and void.

Buyer Initials

Transition:

During transition period of going to a new home, puppy can exhibit temporary signs of illness due to stress that may include sneezing, runny nose, watery eyes, diarrhea, constipation, etc. To help reduce signs of stress feed puppy identical food as breeder provided and offer bottled water as well as taking reasonable measures to reduce stress.........No long periods of rough play, no long periods of crying, slowly introduce puppy to household, and limit time they are with strangers and other animals.

Buyer Initials

Reversion Policy:

1. Should buyer be unable to care for the puppy during its lifetime for any reason whatsoever, the breeder is to be notified and breeder will have first opportunity to either take back puppy at 20% of the puppy's original cost or find a suitable home. The purpose of this is to ensure the proper care of the dog and ensure none of my puppies ever end up in a shelter or rescue environment.

- 2. Puppy is not to be resold under any circumstances unless permission is given by breeder. Failure to abide by this will void health guarantee and may result in legal consequences.
- 3. Buyer agrees to provide a loving and caring home for said puppy.
- 4. Buyer agrees to provide adequate nutrition including a high-quality diet and fresh water at all times.
- 5. Buyer agrees that said puppy will NOT spend the majority of its life in a kennel or pen.
- 6. Buyer understands they are buying a puppy and that puppies can be destructive, require obedience training, and potty training.
- 7. Buyer agrees to keep breeder updated throughout the remainder of puppy's life.

Buyer Initials Liability Disclaimer:

- 1. Breeder is not responsible for any medical expenses that arise once buyer receives puppy.
- 2. Breeder is not responsible for any expenses resulting from actions of puppy.
- 3. There is no guarantee on luxating patella's due to injury, hypoglycemia, or any other illness that is treatable and not considered life threatening.
- 4. Although puppy has been vaccinated with DHPP no guarantee is given against these diseases due to their unpredictable nature.
- 5. If any other arrangements shall be made by the breeder and buyer, they are to be in written form and signed by both. Failure to do so warrants that this contract is still the legal binding contract.
- 6. The terms and conditions are understood and accepted by both buyer and seller of the above stated puppy. No changes will be accepted outside what is stated in this contract. Buyer agrees to these terms.
- 7. Size is not guaranteed, a size chart is used to give the buyer an estimate of adult size.

Buyer Initials:

Legal Disputes:

Should any problems or legal disputes arise, buyer agrees to first contact breeder to solve any problems or disputes. Buyer agrees to NOT take any problems/disputes to social media. Buyer agrees that should legal disputes arise, they will be handled in Davis County Utah where the breeder resides. Buyer agrees to attend mediation/ arbitration prior to any alternative proceedings.

Buyer Initials:
Comments and Modifications:
Breeder's signature: Buyer's signature: Date: