**Purchase Contract**

**SELLER’S CONTRACT FOR CONDITIONAL SALE**

THIS AGREEMENT made and entered into this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, between the following prospective buyer(s) (hereinafter “BUYER”) AND MAC FAM DACHSHUNDS represented by either Linda McClellan and/or Troy McClellan respectively, 49160 Rush Lake Rd, Hartford, MI 49057 (hereinafter “SELLER”), relates to the following dog, and under the following terms and conditions.

1. SUBJECT DOG:
2. Breed: Dachshund (Miniature/Standard)
3. Name: Mac’s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (you choose the remainder of the name; Mac’s MUST be the prefix in front of the name) This is to maintain our Kennel name with AKC & UKC on the pedigrees.
4. Sex: Male Female
5. Coat color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Whelp Date: \_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_
7. Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(AKC/UKC numbers) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OFA\_\_\_\_\_\_\_\_\_\_\_\_

1. Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (AKC/UKC) numbers\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFA\_\_\_\_\_\_\_\_\_\_\_

Purchase Price of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ limited/full registration\_\_\_\_\_\_\_\_\_\_\_

Nonrefundable deposit paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUYER INFORMATION:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Veterinarian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Well puppy appointment date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Puppy must be seen by your vet within 96 hours (4days) of picking up to validate this contract.

**BUYER’S RESPONSIBILITIES:**

1. The buyer agrees to maintain the animal in good health and provide routine preventative care including, but not limited to, regular preventative inoculations, deworm, heartworm prevention, teeth cleaning, nail trimming. The buyer also agrees to only take said puppy from home to vet and back home until age of 12 weeks to prevent exposure to Parvovirus. *The Breeder has provided the first set of shots and deworming.* The buyer acknowledges that Parvovirus is very common in public areas, sidewalks, streets, parks, parking lots, ground, etc. and a young puppy that has not completed their Parvovirus inoculation is very susceptible as the incubation period is 3 to 7 days. It is recommended that a titer be pulled at the age of 16 weeks to ensure antibody build up. The breeder will not offer reimbursement or refunds on Parvovirus positive puppies as our dogs and home are Parvovirus free. We disinfect and take every precaution humanly possible to prevent this.

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1. Puppy food: Anything but Purina Puppy Chow or cost wise equivalent. We recommend grain free. We supplement with 1 egg every two days, and each meal 1 teaspoon of olive oil, sunflower oil, salmon oil, or coconut oil. \*\*Please do not use salmon oil unless it is tested for mercury.
2. The puppies are currently on Canidae Pure Puppy Dry Dog food with limited ingredients, Salmon, and oats, small breed. They are also supplemented with ground whole prey raw with ground vegetables & fruit once a day.

 2.) Should the buyer purchase a show quality prospect puppy and shows in competition, upon request of the Seller, the Buyer agrees to provide the Seller with photographs suitable for advertising and photocopies of all the awards and critiques along with the Judges names and the names of the club sponsoring the event. The Seller will have full rights to use these photographs and photocopies to advertise Mac Fam Dachshunds. *The puppy will also be enrolled in our show incentive program!*

3.) The Buyer agrees not to breed the full rights animal before 24 months of age for a female, and 10 months of age for a male.

4.) Buyer agrees that the Seller may repossess the animal upon evidence provided from law enforcement/or animal rescue operation that this animal has sustained abuse or neglect.

5.) If buyer has purchased a limited registration puppy, you agree to have said puppy spayed/neutered within one year of age and provide proof of alteration and a refund of $250 will be given to the buyer once it is verified with the vet clinic that performed the surgery. The buyer agrees that this limited registered puppy will **never** be registered with the Continental Kennel Club, APRI, NAPR, or any other pop-up registry. The only registries this Seller acknowledges are:

AKC, CKC (Canadian Kennel Club), UKC, FCI, The Kennel Club (England).

**If you register this puppy with any registry not recognized by the Seller, this will nullify any warranties of this contract.**

6.) Buyer agrees that the Seller will be notified if for some reason they must rehome the animal that the Seller offers a no question asked lifetime take back policy. At no point will this animal ever be voluntarily surrendered to rescue, humane society, or shelter!

**SELLER’S RESPONSIBILITIES:**

The seller agrees that the puppy is being sold in good health, has been health checked by their Veterinarian at Paw Paw Veterinary Clinic, 31690 Red Arrow Hwy, Paw Paw, MI 49079. All vet records will accompany puppy at time of possession. Anyone requiring a health certificate to take the puppy across state lines will be responsible for the fee at Paw Paw Veterinary Clinic. You can call them and prepay for it.

The seller agrees to provide the buyer with puppy registration packet for AKC/UKC registries. It is the buyer’s responsibility to pay for registration of said puppy.

Seller warrantees this puppy for 30 days general health guarantee, Buyer MUST have a well puppy check within 96 hours of possession of puppy to activate health guarantee and provide Seller with proof from your veterinarian. Most Vets offer a free first time well puppy checkup. Also, AKC offers a free vet visit when you register the puppy online.

Seller warrantees this puppy for a **lifetime** health guarantee against the following congenital disorders PRA, DM, & Narcolepsy, we offer a **limited** congenital defect guarantee for luxating patella\*, deafness\*\*.

We do **NOT** guarantee against IVDD as this is prone to ALL Dachshunds and a known condition that is not capable of being bred out of them. Should your dog develop any of these named conditions we will exchange for a puppy up until it is 10 years of age, at which point it is considered a senior dog and we will do a return exchange for $250. Again, to reiterate, the dog will be required to be returned to us! We will reimburse you up to $250 towards the veterinary diagnostic fee that states the dog has one of the above conditions. \*The only exception is if the luxating patella is due to obesity and not a congenital defect. This should be able to be determined by the time the dog is two years of age. If luxating patella is due to arthritis, it is not considered congenital. \*\* Deafness will need to be diagnosed prior to becoming one year of age. Deafness due to old age is not covered. We absolutely will not guarantee against cancer as all dogs of all breeds are prone to cancer, especially at an advanced age. If your dog does develop cancer before the age of five, we will offer a puppy for 50% of the original purchase price you paid.

If at any time the Buyer invokes the congenital health guarantee, any diagnosis made by the Buyer’s Veterinarian will be subject to confirmation by our Veterinarians at Paw Paw Veterinary Clinic. Should our Veterinarians not concur with the diagnosis, the matter shall be presented to a third veterinarian at Michigan State University for an unbiased opinion.

**LIMITATIONS AND DISCLAIMERS**

1. This contract applies **solely** to the original buyer and is **nontransferable**.
2. Under no circumstances will the seller be responsible for routine care expenses or any other related normal health expenses.
3. If the buyer suspects that the animal possesses any problems, health issues, disqualifying faults (related for showing), and covered under this warranty, the seller must be notified immediately.
4. All agreements made are contained in this contract. There are no additional agreements, intended, or implied. In the event of a dispute, legal proceedings shall be conducted in Van Buren County, MI.

**By signing this agreement, you agree to the conditions of this contract:**

BUYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_

BUYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_

SELLER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_