**Yorkie Blessings Sales Contract**

1) Purchasing A Puppy:

**a**. Buyer agrees to deposit $500 to reserve the right to purchase a specific puppy prior to its eligibility for purchase.

**b**. This is only a deposit towards the total purchase price.

**c**. The puppy and any applicable or promised registration papers for that specific puppy will remain the property of Yorkie Blessingsuntil full payment is made.

**d**. The balance must be paid by at least seven days prior to the shipping date or puppy availability date(see below): no exceptions.

**e**. Puppy availability date or shipping date is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**f**. In the event that the puppy becomes ill or dies after a deposit has been made, Yorkie Blessing’s will allow Buyer first choice of a puppy from the next available litter.

**g**. Buyer's reservation expires on the above availability date or seven days prior to the shipping date if the balance is not paid in full on or before the applicable date; releasing that specific puppy will allow it to be available for purchase by others.

**h**. All deposits are NON-REFUNDABLE, but can be transferred to a future puppy.

**i**. Shipping costs are additional and are the sole responsibility of Buyer.

**j**. A kenneling fee of $7.00 per day will be charged if puppy is not picked up or shipped on the availability date.

2) Wait List:

**a**. Buyer agrees to deposit $\_\_\_\_\_\_\_\_\_\_\_, to be placed on a wait list. Deposit is good for 24 months.

**b**. Once a puppy is identified the deposit will be treated as in Section 1 above.

**c**. Wait list: Please contact for a male or female by sire named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by dam named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ charted adult weight of \_\_\_\_\_\_\_\_.

3) Family Member -- Your puppy is a family member. Buyer agrees that the puppy:

**a**. shall be provided an ample supply of clean water and a premium dog food diet;

**b**. will be provided all necessary and appropriate veterinary services, at Buyer's sole expense;

**c**. will be protected from injury and will not be allowed to roam free in the community;

**d**. shall be maintained in a fenced in area with adequate shelter or inside the home with regular exercise; and who

**e**. may be removed from your home if severe neglect or abuse is discovered.

4) Mandatory Medical Exam:

**a**. The Buyer must have their puppy examined by a licensed Veterinarian no later than three (3) business days from the date of receipt at Buyers sole expense. We recommend bringing a fecal sample to this examination.

**b**. Failure to have the puppy examined as directed above within three days of receipt, results in voiding of all guarantees set out is Section 5 below.

**c**. Should your veterinarian determine that the puppy is in poor health or detect any physical issues that require further veterinary care other than required immunizations and/or treatment for any type of parasite or bacteria, whether internal or external, YOU MUST CONTACT US WITHIN 48 HOURS.

**d**. Failure to contact Yorkie Blessingswithin 48 hours is deemed a waiver of the Guarantee set forth in Section 5 below.

5) The Guarantee:

**a**. Every effort has been made to ensure that your puppy is healthy at the time of purchase.

**b**. Yorkie Blessing’s guarantees this animal to be the breed specified at sale and registration to any breed association is not included. I do not show and due to a HUGE amount of fraud I will not allow any puppies registered, unless otherwise specified herein.  Puppies sold on a pet only contract with no breeding rights may not come with papers, to ensure that no breeding will happen. Do not breed this puppy. Note: breeding this puppy can cause forfeiture of this contract and buyer agrees to give the puppy back if found breeding this puppy against this contract. Any breeding rights or registration exceptions will be addressed at the end of this contract.

**c**. Yorkie Blessingsguarantees the puppy to be free of any liens or encumbrances resulting from terms of the stud contract, veterinary fees, leases or co-ownerships.

**d**. Yorkie Blessing’s guarantees that all shots are current and deworming has been completed as noted on puppy's health record.

**e**. Yorkie Blessingsguarantees the puppy to live at least one year. If the puppy dies before one year of age, the body must be autopsied by a licensed veterinarian and the resulted certified by a Yorkie Blessingsdesignated veterinarian. If the cause of death is linked to a genetic birth defect the puppy will be replaced within the terms set forth in Section 7 below.

**f**. Yorkie Blessingsguarantees for seven days from the date of possession against Parvovirus, Distemper, and Hepatitis. If the puppy is diagnosed with Parvovirus, an IGG and IGM Blood Antibody Titer Test must be performed by a licensed veterinarian at Buyer's expense and the results furnished to Yorkie Blessingswithin two weeks of date of possession.

**g**. The puppy is guaranteed for one year against eye retina displacement, thyroid, and heart disease.

**h**. The puppy is further guaranteed against severe genetic hip dysplasia and to be free of life-threatening congenital defects until the date of its second birthdate.

**i**. Should the puppy be diagnosed with one of the conditions noted above, the abnormality must be identified by a licensed veterinarian and confirmed by a Yorkie Blessingsdesignated veterinarian.

**j**. Upon confirmation, the puppy may be returned to Yorkie Blessings. After receipt of the afflicted dog, Yorkie Blessings will replace the animal as soon as practicable and within the terms set forth in Section 7 below.

**k**. Under no circumstances is Buyer entitled to a refund of the purchase price or veterinarian bills.

6) Conditions NOT Guaranteed Against:

**a**. A diagnosis of Coccidiosis, Giardia, parasites, or any other bacterial or viral infection that does not render the puppy unhealthy.

**b**. Hip and joint problems caused by overfeeding, not maintaining proper weight, not feeding quality food, over exercising, and other factors that are out of the control of Yorkie Blessings**c**. The following are faults known at time of purchase and are accordingly not guaranteed against: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

7) Replacement/Return -- In the event that Buyer becomes eligible for a replacement puppy, it shall be given on the following terms:

**a**. At no time will a puppy be replaced without the original puppy being returned to Yorkie Blessings**b**. The puppy must be returned to Yorkie Blessings along with, if not already supplied, all health records or other veterinarian-related materials. This includes but is not limited to a written, legible, and signed veterinary report, complete history, lab report(s), and or pathology report, from a licensed laboratory.

**c**. If Yorkie Blessings, in its sole subjective decision, determines that Buyer cannot be provided with a suitable replacement, Buyer will be refunded the original purchase price.

8) Registration and Breeding -- Puppies shall not be used for breeding purposes and are sold without papers, unless expressly otherwise noted below.

**a**. Prior to providing registration papers to Buyer all puppies must be spayed/neutered. Buyer should consult with their veterinarian to determine the appropriate spay/neuter age for their particular animal. Yorkie Blessings will no longer allow registration papers to be released to any puppy sold as a pet.

**b**. To obtain registration papers, if applicable, Buyer must provide proof of spay/neuter, along with a copy of this contract, and a self-addressed stamped envelope to Yorkie Blessingswill then provide registration papers to Buyer.

**c**. Not all puppies are registered. Buyer should inquire with Yorkie Blessings regarding their specific animal.

**d**. If the puppy is sold with breeding rights, appropriate paperwork to register with AKC will be provided to the Buyer. All fees associated with registration are the sole responsibility of the Buyer.

This puppy noted in the contract is being sold:

\_\_\_\_\_ without registration papers – pet home only

\_\_\_\_\_ with limited AKC registration – proof of spay or neuter must be provided (see 8b above)

\_\_with rights for full AKC registration. Either AKC puppy application or certified pedigree will be provided to the Buyer.

9) Ownership:

**a**. Buyer agrees that Yorkie Blessings retains through this contract a first right of refusal. Thus, should Buyer ever decide to part with their dog, they will contact Yorkie Blessings prior to selling, abandoning, or otherwise dispossession themselves of their dog and allow Yorkie Blessingsthe opportunity to retake possession.

**i**. Buyer agrees that this dog will never be surrendered to a shelter or humane society.

**ii**. Should Buyer no longer be able to care for the dog, Buyer must notify Yorkie Blessings immediately.

**iii**. Yorkie Blessingsmay choose to either take the dog back or to assist in finding a suitable home for the dog.

**b**. From date of possession Buyer accepts complete and total responsibility for the health and wellbeing of the animal.

**c**. Puppies are not sold on a trial basis. If the puppy does not work out at Buyer's home, within the first five days, Yorkie Blessingswill take the puppy back and may assess a service charge of 40% to cover the costs associated with retaking, kenneling, and obtaining a new home for the puppy.

**d**. Should Buyer fail to meet any and all terms of this agreement, Yorkie Blessingsmay retake possession of the animal. Any costs associated with such retaking such as but not limited to attorney fees, court costs, traveling, and shipping expenses shall be the cost of Buyer and Buyer agrees to refund such costs to Yorkie Blessingswithin thirty days of invoice.

10) No Other Warranties -- this is the entire agreement there are no other warranties or guarantees written or implied.

11) Attorney fees -- In the event that Yorkie Blessingsmust obtain legal assistance to enforce or defend itself for any action based on this agreement any other reason arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

12) Forum and Venue -- This agreement shall be construed under and in accordance with the laws of the State of Indiana. Buyer consents to resolve any legal action in the State Courts of Indiana, specifically the County and District Courts located in Harrison County.

13) Legal Construction -- In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

14) Non-Disparagement -- Each party agrees to take no action, make no public statement, or publish no written remarks which are intended, or would reasonably be expected, to harm the other's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity.  The contract is not transferable and if the puppy is given away or sold the warranty is void.

15) Because nutrition is important to the growth and development of your puppy, please feed a high quality kibble recommended for toy breeds.

I have read and understand the terms, conditions, and guarantees of this contract and I agree to be place on a wait list, place a deposit, or purchase based on those terms, conditions, and guarantees.

I specifically wish to contract for:

Type of Puppy: Yorkie\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Preferred Sex: \_\_\_\_\_\_\_

Litter Dam Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Litter Sire Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Buyer address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names to be put on website or social media: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_

Seller: Yorkie Blessings

Seller E-Mail: fiveboys1girl@yahoo.com

Seller Phone: 502 693-6052

Signature of Seller *Mary E Smith*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  Payment Terms:  Personal checks are accepted for deposits or payments for puppies that will remain with me for up to three more weeks.  After that, cash only due to the amount of fraud that I have experienced.  Sorry for any inconvenience.  I can take payments on puppies but they will remain in my possession until the balance is paid.