

# Pet Contract

This agreement is made, and hereby entered into, on this day of, \_\_\_\_\_ by Kirsten Olivares (Breeder) and

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

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

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

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

Email: \_\_\_\_\_

For the purpose of setting forth the terms and conditions of the purchase by the Buyer of a purebred Pet quality for the purchase price of \$\_\_\_\_\_.00 plus a paypal fee (if any) of \$\_\_\_\_\_.

Each party voluntarily enters into and agrees to all terms delineated in this contract as witnessed by their signatures on the last page of this contract.

## Terms

Purchaser understands that male/female identified by \_\_\_\_\_ coat with markings \_\_\_\_\_ from the litter whelped on \_\_\_\_\_.

**SIRE:** \_\_\_\_\_

**DAM:** \_\_\_\_\_

## I. General

- a) This will not be a kennel dog. (That is, to not reside in a kennel, a confined structure, nor pen; on a permanent nor semi-permanent basis.) Nor will this dog be chained or tied, but shall be able to freely move about and exercise in ample space befitting its breed. Further, this shall not be trained as a guard or attack dog.
- b) We do hereby state that we are purchasing this puppy as a companion and shall provide for it as a member of the family.
- c) I/We, agree to provide this puppy with quality food, ample fresh water, and considerate companionship on a daily basis as a family member. We further agree that appropriate veterinary care with regular shots and worming will be provided regularly.
- d) I/We, have been instructed by the breeder that socialization is extremely important in the proper rearing of a puppy to become a temperamentally stable adult dog and canine good citizen. I/We, by the signing of this contract, do hereby make absolute promise that this puppy shall receive socialization with people and other dogs on a regular basis.
- e) Should, at any time, this puppy be mistreated by reason of abuse or neglect the breeder reserves the right to take back immediate possession of the dog without reimbursement to the owner. Should this clause need to be enforced, the owner shall forfeit the dog's registration papers to the breeder within 7 days of the breeder taking possession of the dog.

f) Breeder retains the right to visit, or have someone visit, the dog periodically for the purpose of determining what the litter produced or to just check on the dog's welfare.

g) The purchaser agrees to notify the breeder if they change address, or telephone number to allow the breeder to keep track of the dog.

## **II. TERMS of OWNERSHIP**

a) If, at any time, Buyer(s) are unable or unwilling to care for this dog, Buyer(s) agrees to contact and return said puppy to Seller. Neither REFUND, NOR REPLACEMENT OF PUPPY WILL BE GIVEN.  
**Buyers Initials** \_\_\_\_\_.

Buyer(s) agrees to and understands(s) the following conditions: The puppy shall not be sold, leased or given to any pet shop or research establishment. The puppy shall not be sold, given or donated to any person without the Seller's prior knowledge and consent. Buyer(s) further agree that said puppy should not be used for medical or any other experimental purposes or sold to supplier, wholesaler, shelter, pound, or humane society.

b) Breeder reserves the "right of first refusal" if [for whatever reason] the purchaser can not or does not wish to maintain custody of this Puppy [at any time during it's lifetime] then purchaser must contact Breeder. If after 7 days Breeder does not answer or return buyer's phone call then buyer agrees to make one last attempt by certified mail. If Breeder does not answer then Buyer is free to place the dog in a new home but must give the Breeder the new owner's contact information.

c) This dog is never to be given to the pound, shelter, rescue, at all. In the event the owner must release custody of the dog, they shall first make a sincere attempt to contact the breeder.

d) The buyer(s) agrees to provide annual vet exams, including heartworm checks and preventatives, to do all vaccinations yearly, and keep them. Failure to comply with and provide documentation of these requirements voids all guarantees. The Buyer(s) further warrant that the puppy will be kept in appropriate conditions for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Puppy will receive regular booster vaccinations. Puppy will receive all necessary veterinary care to maintain its good health. Remember to keep you puppy clean (see #5).

e) Buyer(s) understands this puppy is never to be left outside unattended. Puppies can dig, jump and find their way out.

f) No replacement for temperament as this is environmental and buyer(s) responsibility. As responsible breeders we expect that this puppy be properly socialized and attend a puppy obedience classes. As breeders we do everything possible as to breed dogs of sound mind (temperament) and body. Some responsibility is the buyer(s) as to proper feeding, exercise, socializing and training, of which all have a bearing on the end results of a sound adult dog. Seller(s) are not responsible for any damage the puppy might do at any given age.

g) If said puppy becomes lost or stolen, Buyer(s) agrees to notify Seller immediately. Seller will not be responsible for this loss and Seller will not refund the purchase price of the puppy, nor will Seller give another puppy for replacement Buyer(s) also agrees not to sell, trade or dispose of this puppy.

h) It is also understood that the Seller may examine and make inquiries about said puppy at any time. If not satisfied with the condition of the puppy or the conditions in which it is kept, said puppy can or may be removed immediately. NO REFUND OR REPLACEMENT OF PUPPY WILL BE GIVEN. Any veterinary services needed due to negligence or lack of care, will be the buyer(s) responsibility and payable to Seller.

i) **Puppy Reports:** Buyer agrees to provide Breeders regular reports on the Puppy. These reports are to be made every 3 months. The reports are to include any accomplishments, problems and/or health issues. The buyer(s) MUST send updated pictures every 3 months or when requested. **Buyers Initials** \_\_\_\_\_.

j) **Buyer's Responsibility:** Buyer agrees to conduct him/herself as a responsible dog owner. Buyer agrees that Buyer is solely responsible for all costs and expenses of and related to the ownership of the Puppy including but not limited to feeding, veterinary care and training. Buyer further agrees that Buyer is solely responsible for any and all actions of the Puppy and agrees to hold Sellers harmless from any and all claims for Bodily Injury and/or Property Damages caused or alleged to have been by the Puppy.

### **III. Health Guarantee**

a) This contract entitles the purchaser to a guarantee against Genetic Hip & Elbow Dysplasia (crippling) until the dog reaches twenty-six months of age, at which time the dog can be officially tested for Hip/Elbow Dysplasia. Should the puppy develop this within that time frame, it will be replaced with another puppy of same quality (Upon availability) Buyer is responsible for paying difference in price amount with proof of spay/neuter, x-rays, and a veterinarian statement of genetic defect. The purchaser shall absorb the cost for this. **Buyers Initials** \_\_\_\_\_.

b) For a hip/elbow claim, the dog must have had their hips and elbows x-rayed at the age of 26 months to be covered by this guarantee. All x-rays must be submitted to the OFA (Orthopedic Foundation for Animals) for evaluation by veterinary radiologists. Proof of genetic dysplasia from the OFA must be submitted to the seller. Buyer accepts responsibility for not overfeeding or overexercising the dog (which can also bring about hip dysplasia). **Buyers Initials** \_\_\_\_\_.

c) For a "Hereditary Eye Defect" claim, a licensed veterinary ophthalmologist must examine and diagnose the dog by the age 26 months to be covered by this guarantee. A report from that ophthalmologist must state the problem and certify that this is absolutely inheritable in nature and could not have been caused by any injury or illnesses. This veterinary ophthalmologist's statement must be submitted to the seller. **Buyers Initials** \_\_\_\_\_.

d) This guarantee is NOT transferable. To make a claim against this guarantee, the original owner must still own the dog.

e) The dog must not have sired or whelped a litter

f) The dog must be spayed and neutered to be covered for the hip & elbow guarantee.

g) In the event of a legitimate claim against this guarantee, a replacement puppy of the same value will be given. (Upon availability) Buyer is responsible for paying difference in price amount NO CASH REFUND. All veterinary bills accumulated by buyer are financial responsibility of the owner.

h) Full registration is contingent on buyer's agreement not breed this dog without having first obtained hip and elbow clearances from the Orthopedic Foundation for animals, and to only breed the dog to dogs with satisfactory OFA clearances. **Buyers Initials** \_\_\_\_\_.

i) This guarantee shall be absolutely null and void if the dog has been given calcium vitamin supplementation of any kind that has not been first agreed upon, stated in writing, signed and notarized by the breeder; even if recommended by a veterinarian and no other excuse shall be valid.

### **IV. Health**

a) The new owners have the right to, and is advised to by the breeder, to have this puppy examined by a veterinarian of their choice. If, within 72 hours, the puppy is found to be in ill with a life threatening illness after being examined because of breeding or early kennel care they may return the puppy for another puppy of same quality (Upon availability) Buyer is responsible for paying difference in price amount. Seller is not responsible for immunity level, mites, pneumonia, mange, heatstroke, internal and external parasites including but not limited to heartworm, tapeworm, roundworm, hookworm & whipworm, conjunctivitis, fleas, ticks, ear infections, or any non life threatening illnesses.

**Buyers Initials** \_\_\_\_\_.

b) Should the purchasers decide to not keep the puppy, for other than health reasons, they have a seven day grace period to return it and shall receive a \$25 refund with the return of the healthy puppy.

c) The Seller guarantees that the said puppy/dog described above will be free of adenovirus2, bordetella, distemper, Para influenza, and parvovirus for a period of 15 (fifteen) calendar days after receipt of the live puppy/dog by the Buyer(s). The Seller will provide a vaccination record and veterinary examination record of the purchased puppy/dog. If the puppy/dog is due for vaccinations, and the Buyer(s) fails to provide vaccinations on that day, this guarantee is null and void if the puppy contracts diseases that would otherwise be prevented by those vaccinations.

d) The Seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) receives the puppy. Seller guarantees the above-described puppy to be healthy at the time of the sale. Seller does not assume any liability for any injury to said puppy after time of sale. If there is a problem with the puppy, seller's Veterinarian and buyer(s) Veterinarian must agree upon health reasons existed before time of purchase, provided the puppy has been properly cared for in buyer(s) possession.

e) If puppy dies within 24 hours of purchase, buyer(s) must have an autopsy performed by a licensed Veterinarian at buyer(s) expense to determine cause of death. If cause of death is due to problems existed before time of purchase and after our veterinarian has examined the puppy, a replacement puppy is given. The replacement puppy will be of same equal value. A replacement will only take place if the above puppy has been properly cared for in buyer(s) possession. **UNDER NO CIRCUMSTANCES WILL A REPLACEMENT OF A DOG TAKE PLACE IF THE ABOVE CONDITIONS ARE NOT MET.** The puppy must be returned within 24 hours after which time replacement of the puppy is forfeited. No cash refund will be given. The purchaser has option of first pick of next litter (Upon availability) Buyer is responsible for paying difference in price amount or forfeiting all owner ship.

f) Seller is not responsible for immunity level, mites, pneumonia, mange, heatstroke, internal and external parasites including but not limited to heartworm, tapeworm, roundworm, hookworm & whipworm, conjunctivitis, fleas, ticks, and ear infections. Buyer is responsible for keeping their puppy away from contaminated areas, out of the heat and cold drafty places.

## **V. ADDITIONAL TERMS**

**IF THE BUYER (S) PREFERS COMMERCIAL SHIPMENT:** The Seller will arrange air shipment for the said puppy, however, the Buyer(s) will pay the cost of any and all arrangements and expenses for commercial shipment of the said puppy. The Seller prefers not to commercially ship a puppy before 8 weeks. The Seller encourages all shipments to take place prior to 12 weeks. The Seller shall not be responsible for the safety of the puppy while in transit to the Buyer(s) place of residence, to include any and all incurred injuries as a result of transportation accidents.

a) The Seller shall provide to the Buyer(s) \_\_\_\_\_ registration certificates (individual) for each puppy. If the certificates have not been received from the registries at the time of sale, the Seller will provide the Buyer(s) evidence that the registrations have been applied for, and upon receipt from the registries, the Seller will forward the certificates to the respective Buyer(s).

b) If buyer plans to show the said \_\_\_\_\_ puppy, we do not guarantee that the puppy will become a champion.

c) In the event that litigation is commenced to enforce any of the terms of this Agreement the breeder, being Kirsten Olivares, shall be entitled to the costs thereof, including reasonable attorney's fees and expenses.

d) In the event that litigation is commenced by the breeder due to a 'breach of contract' committed by the purchaser, the purchaser shall forfeit any monetary refund due the purchaser upon court awarding return of the dog to the breeder.

e) Should the owner choose; they may have this puppy microchipped. The breeder's name and phone number shall be listed as one of the contacts in the case of the dog's loss. A copy of the Microchip number shall be provided to the dog's breeder. This provision allows the breeder to keep track of the dog.

I\We the undersigned; have thoroughly read and understand the contents of the entirety of this contract and its provisions herein, I/W e do hereby acknowledge this to be a true and binding contract and by my/our signature(s) we do hereby agree, and make absolute promise, to abide by it's terms and conditions, stated herein.

Purchasers Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchasers Signature \_\_\_\_\_ Date \_\_\_\_\_

As breeders dedicated to the breed and protection of our great Breed,. We recognize our responsibility to breed only the best specimens to compliment the betterment of the breed. We sell this puppy, feeling in good faith it is a healthy and respectable compliment of its breed. We hereby acknowledge this to be a true and binding contract. We agree, and make absolute promise, to fully abide by its terms and conditions. We further agree to offer guidance to the purchaser in the rearing of this puppy

Breeder's Signature \_\_\_\_\_ Date \_\_\_\_\_