

Fanci Pants Parti Yorkies

PUPPY CONTRACT

This agreement is made this _____ day of _____, 20____ and is between the breeder (seller) and the buyer named below.

Buyer:

Breed/Color: AKC Yorkshire Terrier _____

DOB:

Date Sold:

Sire:

Dam:

Total Price of Puppy: _____

A \$500.00 **non-refundable** deposit is required to hold the dog of choice. The deposit will be applied to the total price of the puppy. Buyer may use Paypal (buyer pays for additional fees through Paypal,) or Cash. No Cash refunds will be given.

TERMS

1. All puppies are sold as pet quality , there are no guarantees, expressed or implied, as to adult size of puppy, show potential, color of coats, temperament, or breeding soundness.
2. The seller certifies that upon receipt, the puppy is in good health and has been immunized and wormed according to the accompanying health record. The puppy has the following conditions now _____, and those conditions are excluded from any guarantee and are not valid to reject the puppy due to these conditions.
3. The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale. A health record of all shots and/or worming will be provided by the Seller. The Buyer agrees to take this dog to a licensed veterinarian of their choice within 72 hours for a physical examination. **If you choose not to have the puppy checked within 72 Hours, the warranty shall be void.** Failure of the Buyer to provide puppy with timely vaccinations or regular veterinary care will void this guarantee. This guarantee does not cover any Veterinarian costs. Buyer understands that while the said puppy/dog is in his/her possession, the seller shall not be liable for the said puppy if it is injured, killed or exposed to any infectious diseases. It is said for the puppy/dogs best interest until all vaccinations have been given, that it not be taken or exposed to areas where it would be exposed to infectious diseases, such as parks, pet stores and other dogs. There will be no refunds or exchange for medical expenses, landlord disapproval,

allergies, change in diet problems, diarrhea, disagreement of family, mortality or for any other reason except covered under this warranty. The Buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian, and understands that he/she will be responsible for all payments The Seller Offers a one year Life threatening / congenital defect guarantee. Please email Fanci Pants Parti Yorkies with the results of your veterinarian 72 hour puppy check up veterinarian visit. This is needed in order to activate this one year guarantee. We reserve the right to ask for a 2nd opinion if pup is found to have a congenital defect, and may request an exam by our own vet. A written statement of your vet's findings will need to be presented. No refunds or returns will be honored after 7 days from the time of purchase without vet examination written statement, and confirmation from buyer's veterinarian that it is an inherited life threatening disease (My veterinarian must also agree). Health problems which can be cured or prevented by medication or surgery are not covered in this guarantee. Should a death occur within this period, a necropsy must be performed to determine cause of death. Results of the necropsy report must be faxed to breeders vet within 7 days after report was finished. If death was caused by a congenital defect, the necropsy report would need to be provided to breeder for replacement of puppy with next available puppy of same value. We do NOT cover Hypoglycemia (low blood sugar), because this can be triggered from the stress of a new environment. Small breed puppies are easily susceptible to this. Information to prevent or remedy this is given on the Fanci Pants webpage. Breeder is NOT responsible for any veterinarian or shipping expenses. This contract is null and void if all vaccinations are not kept current by a veterinarian. Fanci Pants Parti Yorkies shall not be held responsible for the development of faults, diseases, or disorders, which are due to BUYERS negligence and environmental factors.

4. These are the only guarantees offered unless there is mutual agreement between buyer and seller. In the event of any litigation in connection with this contract, both the Seller, and the Buyer shall each be responsible for their own attorney's fees and cost. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Davenport (Polk County) Florida, after December 2020 in Oak Park (Oakland County), Michigan. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price Seller provides a guarantee on life threatening/ fatal congenital diseases until the puppy is 1 year old. This does not include luxating patella, bowed legs, overbites, hernias, and un-descended testicles, ETC... as these are not a fatal condition. Health issues that can be treated with medication or surgery are not covered by this Guarantee including, but not limited to: intestinal parasites....(Giardia, Tapeworms, Hookworms, Coccidiosis, Roundworms, or Ringworms). Hypoglycemia, low blood sugar, or sugar shock. Kennel Cough, Skin and Ear Mites, Allergies, Cherry Eye, Herniations (Inguinal, Diaphragmatic, or Perineal), Heart Murmur (Grades 1-3), Patella Luxation (Grades 1 -3) This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. Failure to obtain all receipts will void this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. The dog must be in good physical condition. This guarantee does not cover temperament issues as they can be caused by a number of things such as lack of discipline, proper dog socialization, or lack of training. A congenital defect is a problem that will not allow the pup to grow or age to a normal life expectancy, something that is life threatening such as a major organ heart, lungs, liver, ETC going bad. If the puppy is said to be in ill Health the buyer will

produce a signed written diagnosis from said licensed veterinarian. Once my Veterinarian has received and determined the pup is in ill health a replacement puppy will be offered. If none are available buyer will wait for puppy from seller's next litter. The Seller assumes absolutely no responsibility for fees associated with caring for the puppy/dog which includes any surgeries, medication, Vet bills ETC.) NO CASH REFUNDS, REPLACEMENT PUPPY ONLY. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Breeder. All shipping costs are paid by the Buyer.... Size is not guaranteed, we will provide an estimate based on the puppy's mother and father. Color of puppy is not guaranteed. Some colors will lighten and darken as the puppy gets older. The Buyers agree not to use this animal for breeding and agree to have it spayed/neutered at the age recommended by their veterinarian (after 1st heat, and/or 1 year old).

5. It is understood between Buyer and Seller that said puppy will not be bred, accidentally, or purposely. Failure to provide proof of spay/neuter by 1 year of age will result in a \$3,000 fine.

Breeding rights can be obtained if agreed prior to purchase of puppy. ____ initial

6. Buyer agrees that he/she is not associated with any pet shop or animal broker. This Dog or any offspring of this Dog shall not be given to, sold to, leased to, traded or consigned to any commercial pet store, any chain store, puppy mill, commercial breeding establishment, agent, nor fund raising raffle, no matter how charitable.

Buyer and Seller acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understands of the parties, and that it superseded and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The preceding paragraphs contain conditions established by the Seller to ensure the well being of the puppy/dog. The Buyer's agreements will continue for the duration of the dog's life and the Seller will have the right to enforce the agreement.

Agreed to this date_____

Seller:_____ Buyer:_____

Printed:_____ Printed:_____

Notary_____ Date_____