

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:

Buyer's Address:

Buyer's Email

Address:

Breed/Color: AKC Yorkshire Terrier \_\_\_\_\_

DOB: \_\_\_\_\_

Date Sold: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Total Price of Puppy: \_\_\_\_\_

A \$1000.00 Non-refundable holding FEE is required to hold the puppy of choice. The deposit will be applied to the total price of the puppy. Buyers may use Zelle or Cash for DEPOSITS ONLY. No Cash refunds will be given.

TERMS

1. All puppies are sold as pet quality, there are no guarantees, expressed or implied, as to the adult size of puppy, show potential, color of coat, or breeding soundness. \_\_\_\_\_ Initial

2. Breeding rights are agreed upon prior to all sales

\_\_\_\_\_ No AKC Papers puppy only

\_\_\_\_\_ AKC Limited Papers Only

\_\_\_\_\_ FULL AKC BREEDING RIGHTS were agreed upon with the Breeder, Teresa Gurney.

3. 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. \_\_\_\_\_ Initial

4. The Seller Offers a one-year Life threatening / congenital defect guarantee. The Buyer agrees to take their puppy to a licensed veterinarian of their choice, within 72 hours of picking up their dog, for a physical examination. Please email the examination results to: Fanci Pants Parti Yorkie@gmail.com. This is needed to activate this one-year guarantee.

If you choose not to have the puppy checked within 72 Hours and mail the Breeder a copy 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/dog's best interest until all vaccinations have been given, that it is not taken or exposed to areas where it would be exposed to infectious diseases, such as parks, pet stores and other dogs.

Buyer agrees to provide a Life-Long commitment and healthy and safe environment, medical attention, proper grooming, adequate fresh water daily, nutritional food at regular intervals, never allowing the dog to roam freely without proper fencing and supervision. and responsible care but not limited to the items listed of course. Keeping this puppy/dog parasite free and up to date with inoculation(s). The Health Guarantee is voided if the puppy receives the Leptospirosis Vaccine, or the puppy is given double shots. \_\_\_\_\_ initial

If the Buyer must surrender the puppy for any reason, it will be on a surrender basis only with NO refund or credit. Buyer must pay for the additional shipping cost back to the seller, and the buyer must send proof of veterinarian care with said puppy. \_\_\_\_\_ Initial

5. 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.

In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.

6. 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. 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 7 days after the time of purchase without vet examination written statement, and confirmation from the 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 to be paid by the Owner/Buyer. Results of the necropsy report must be faxed to the breeders' vet within 7 days after the report was finished. If death was caused by a congenital defect, the necropsy report would need to be provided to the 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. \_\_\_\_\_ Initial

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.

7. The 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 undescended testicles, ETC... as these are not fatal conditions. 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 behavior issues as they can be caused by several 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. If the puppy is said to be ill Health, the buyer will produce a signed written diagnosis from said licensed veterinarian. Once my veterinarian has received the letter from your vet, and determined the pup is ill health a replacement puppy will be offered. If none are available, the buyer will wait for the puppy from the 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. The color of a 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 1 st heat, and/or 1 year old). \_\_\_\_\_ Initial

8. It is understood between Buyer and Seller that said puppies 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.

A: A Buyer understands all Pet Home placed Puppies must be Spay/Neuter closer to one year old.  
\_\_\_\_\_ initial

B: Breeding rights can be obtained if agreed prior to purchase of puppy. \_\_\_\_\_ initial.

C: 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 fundraising raffle, no matter how charitable.

\_\_\_\_Initial

9. 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 the puppy back 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 always including a high-quality diet and fresh water. 5. Buyer agrees that said puppy will NOT spend the majority of its life in a kennel or iris 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. \*

10. Genetic Testing for Breed Purity \*

Not covered - we do not guarantee any puppy to test as purebred with any of the companies that offer breed type testing. This has been found to be extremely inconsistent. The testing can come back impure even when both parents are purebred. The testing companies themselves admit that their tests are not 100% accurate. We cannot guarantee accuracy that these companies themselves cannot guarantee. The Buyer acknowledges that if they perform any of these tests, and the result come back on the puppy as

not 100% breed type, they will not seek any type of refund or benefit due to genetic breed testing results. \_\_\_\_\_ Initial

Buyer and Seller acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual parties, and that it supersedes 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 wellbeing of the puppy/dog. The Buyer's agreement 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: \_\_\_\_\_