

# PUPPY PURCHASE AGREEMENT

**Fanci Pants Parti Yorkies**

Teresa Gurney — Davenport, Florida

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## SECTION 1: PARTIES AND PUPPY INFORMATION

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **SELLER/BREEDER:**

Teresa Gurney, d/b/a Fanci Pants Parti Yorkies

Davenport, Florida

Email: [email protected]

### **BUYER:**

**Name:**

**Address:**

**Email Address:**

### **PUPPY DETAILS:**

**Breed / Color:**

AKC Yorkshire Terrier /

**Date of Birth:**

**Date of Sale:**

**Sire:**

**Dam:**

**Total Purchase Price:** \$

## **SECTION 2: HOLDING FEE AND PAYMENT TERMS**

**2.1** A non-refundable holding deposit of **One Thousand Dollars (\$1,000.00)** is required to reserve the selected puppy. The holding fee shall be applied toward the total purchase price stated in Section 1.

**2.2** Accepted deposit and payment methods are limited to **Zelle or cash only**. No other forms of payment shall be accepted.

**2.3** **No cash refunds shall be issued under any circumstances.** The holding fee is non-refundable; however, transferable to another puppy within one year. Should the Buyer fail to complete the purchase, the deposit shall be forfeited in its entirety.

## **SECTION 3: PET QUALITY DISCLAIMER**

**3.1** All puppies sold by Fanci Pants Parti Yorkies are sold strictly as **companion/pet quality**. The Seller makes no guarantees, express or implied, regarding the puppy's adult size, weight, show potential, coat color, coat texture, or breeding soundness. The Buyer acknowledges and accepts that variations in these characteristics are inherent to the breed and are not grounds for any claim, refund, or replacement.

\_\_\_\_\_ Initial (Buyer)

# SECTION 4: BREEDING RIGHTS

**4.1** The breeding rights status of the puppy must be agreed upon in writing by both parties prior to the completion of the sale. The Buyer shall select one of the following options:

**Pet Only**

— No AKC registration papers provided. Puppy is sold without breeding rights or registry papers.

**Full AKC Breeding Rights**

— Breeding rights granted as agreed upon with Breeder, Teresa Gurney.

**4.2** Any puppy sold as "Pet Only" shall not be used for breeding under any circumstances. Unauthorized breeding of a pet-only puppy shall constitute a material breach of this Agreement and may result in legal action by the Seller (see also Section 8).

**4.3** If the Buyer breeds a puppy purchased without breeding rights (i.e., sold as "Pet Only" under Section 4.1), the Buyer shall be subject to an enforceable fine of Ten Thousand Dollars (\$10,000.00), payable to the Seller upon demand. This fine shall be in addition to—and shall not limit—any other remedies available to the Seller under this Agreement or applicable law, including but not limited to injunctive relief and recovery of attorney's fees and costs.

\_\_\_\_\_ Initial (Buyer)

# **SECTION 5: HEALTH CERTIFICATION AT TIME OF SALE**

**5.1** The Seller certifies that, at the time of transfer to the Buyer, the puppy is in good health and has been immunized and dewormed in accordance with the accompanying health record. All vaccination and deworming records shall be provided to the Buyer at the time of sale.

**5.2** The puppy has the following known conditions at the time of sale:

**5.3** Any pre-existing condition disclosed above is expressly **excluded** from all guarantees set forth in this Agreement and shall not constitute valid grounds for rejection, return, refund, or replacement of the puppy.

\_\_\_\_\_ Initial (Buyer)

# **SECTION 6: ONE-YEAR HEALTH GUARANTEE**

## **6.1 — Activation Requirements**

**6.1.1** The Buyer **must** have the puppy examined by a licensed veterinarian within **seventy-two (72) hours** of taking possession. This initial examination is a mandatory condition for activating the health guarantee provided herein.

**6.1.2** The results of the 72-hour veterinary examination must be emailed to the Breeder at: **Fancipantspartiyorkies@gmail.com**

**6.1.3 Failure to complete the 72-hour veterinary examination and provide the results to the Breeder shall render this entire health guarantee null and void.**

## **6.2 — Scope of Guarantee**

**6.2.1** Subject to the terms and conditions of this Section, the Seller guarantees the puppy against **life-threatening congenital defects** for a period of **one (1) year** from the date of sale.

**6.2.2** For the purposes of this Agreement, a “**congenital defect**” is defined as a hereditary condition present from birth that is life-threatening in nature and prevents the puppy from reaching a normal life expectancy. Such conditions must affect one or more major organs, including but not limited to the heart, lungs, liver, kidneys, or brain.

## **6.3 — Claim Procedure**

**6.3.1** To initiate a claim under this guarantee, the Buyer must provide the Seller with a signed, written diagnosis from a licensed veterinarian identifying the specific life-threatening congenital defect.

**6.3.2** The Seller reserves the right to request a second veterinary opinion at the Buyer’s expense and/or to have the puppy examined by the Seller’s own veterinarian.

**6.3.3** Written veterinary findings must be presented to the Seller within **seven (7) days** of the diagnosis.

**6.3.4** Claims submitted more than seven (7) days after purchase without a veterinary examination and accompanying written statement shall not be honored.

## **6.4 — Remedy**

**6.4.1** If the Seller’s veterinarian confirms a life-threatening congenital defect, a **replacement puppy of equal value** shall be offered from the next available litter. The selection of the replacement puppy shall be at the sole discretion of the Seller.

**6.4.2 NO CASH REFUNDS SHALL BE ISSUED.** The sole and exclusive remedy under this guarantee is the provision of a replacement puppy.

**6.4.3** The original puppy must be returned to the Breeder before or upon receipt of the replacement puppy. The Buyer shall not retain both animals.

**6.4.4** All shipping and transportation costs associated with the return of the original puppy and delivery of the replacement puppy shall be the sole responsibility of the Buyer.

**6.4.5** In the event of the puppy's death within the guarantee period, a **necropsy** must be performed at the Buyer's expense by a licensed veterinary pathologist to determine the cause of death. The complete necropsy report must be provided to the Breeder's veterinarian within **seven (7) days** of its completion. Failure to obtain a necropsy shall void any claim under this guarantee.

## **6.5 — Exclusions**

This health guarantee does **NOT** cover any of the following conditions, costs, or circumstances:

- Luxating patella (Grades 1-3)
- Heart murmur (Grades 1-3)
- Bowed legs
- Overbites or underbites
- Hernias (inguinal, diaphragmatic, perineal, or umbilical)
- Undescended testicles (cryptorchidism)
- Cherry eye
- Skin or ear mites
- Allergies
- Kennel cough
- Intestinal parasites, including but not limited to Giardia, tapeworms, hookworms, coccidiosis, roundworms, and ringworm
- Hypoglycemia, low blood sugar, or sugar shock

- Any condition that is treatable by medication or surgery
- Behavioral issues, including but not limited to those caused by lack of discipline, socialization, or training
- Spaying or neutering costs, including complications arising from undescended testes
- Any veterinary costs whatsoever, whether routine, preventive, or emergency in nature

## **6.6 – Conditions That Void This Guarantee**

This health guarantee shall be rendered **null and void** upon the occurrence of any of the following:

- Failure to complete the 72-hour veterinary examination as required in Section 6.1
- Failure to maintain current vaccinations administered by a licensed veterinarian
- Administration of the **Leptospirosis vaccine** to the puppy
- Administration of double sets of vaccinations at a single veterinary visit
- Failure to provide regular veterinary care, including failure to retain all veterinary receipts and records
- Over-exercising the puppy during its growth period, defined as running with the dog or engaging in activities involving jumping from heights
- Failure to keep the puppy in good physical condition, including maintenance of a healthy weight
- Negligence, abuse, or adverse environmental factors attributable to the Buyer or any person in the Buyer's household

\_\_\_\_\_ Initial (Buyer)

## **SECTION 7: BUYER RESPONSIBILITIES AND DUTY OF CARE**

**7.1** The Buyer agrees to provide a lifelong commitment to the puppy and shall ensure all of the following standards of care are maintained throughout the dog's lifetime:

- A safe, clean, and healthy living environment, whether indoors or outdoors
- Timely medical attention and regular veterinary care, including annual wellness examinations
- Proper grooming, including regular coat maintenance appropriate for the breed
- Adequate fresh water daily and nutritious food provided at regular intervals
- Parasite prevention (fleas, ticks, heartworm) and current inoculations as recommended by the Buyer's veterinarian
- Proper fencing and supervision at all times; the dog shall never be permitted to roam freely or be left unattended outdoors
- Obedience training and housebreaking as needed to ensure the dog's safety and well-being
- The puppy **shall not** spend the majority of its life confined to a kennel, crate, or exercise pen

**7.2** The Buyer acknowledges that puppies may be destructive and that housebreaking, training, socialization, and patience are required.

Behavioral challenges are a normal part of puppy ownership and do not constitute grounds for return or refund.

**7.3** The Buyer agrees to keep the Breeder updated on the puppy's wellbeing throughout its lifetime and to respond to reasonable inquiries from the Breeder regarding the dog's health and living conditions.

**7.4** The Seller shall not be held liable for any injury, illness, death, or exposure to infectious disease occurring while the puppy is in the Buyer's possession, custody, or control.

**7.5** The Buyer is strongly advised **not** to expose the puppy to public parks, pet stores, dog parks, or contact with unvaccinated dogs until all vaccinations have been completed as recommended by the Buyer's veterinarian.

\_\_\_\_\_ Initial (Buyer)

## **SECTION 8: SPAY/NEUTER REQUIREMENTS**

**8.1** All puppies sold as pets without breeding rights (see Section 4) **must** be spayed or neutered by **one (1) year of age**, or after the first heat cycle, as recommended by the Buyer's licensed veterinarian. Proof of spay or neuter must be provided to the Breeder within thirty (30) days of the procedure.

**8.2** Failure to provide proof of spay or neuter by one (1) year of age shall result in an enforceable fine of **Three Thousand Dollars (\$3,000.00)**, payable to the Seller upon demand.

**8.3** Breeding rights may only be obtained if expressly agreed upon in writing by both parties prior to the completion of the purchase, as set forth in Section 4. Verbal agreements regarding breeding rights shall not be recognized.

\_\_\_\_\_ Initial (Buyer)

# **SECTION 9: SURRENDER, REHOMING, AND TRANSFER RESTRICTIONS**

## **9.1 – Surrender Policy**

**9.1.1** If the Buyer is unable to care for the puppy for any reason, the Breeder must be notified **immediately** in writing.

**9.1.2** The Breeder shall have the **right of first refusal** to reclaim the puppy at twenty percent (20%) of the original purchase price, or, at the Breeder's sole discretion, to assist in finding a suitable alternative home for the dog.

**9.1.3** Surrender is on a **return basis only**. No refund, credit, or other compensation shall be issued to the Buyer upon surrender of the puppy.

**9.1.4** The Buyer shall be responsible for all shipping and transportation costs incurred in returning the puppy to the Breeder.

**9.1.5** The Buyer must provide all veterinary care records and documentation with the surrendered puppy at the time of return.

## **9.2 – Prohibition on Resale and Commercial Transfer**

**9.2.1** The puppy shall **not** be resold, transferred, given away, or rehomed to any third party without the prior written consent of the Breeder. Any violation of this provision shall immediately void the health guarantee and may result in legal action.

**9.2.2** The Buyer certifies and warrants that they are not associated with, employed by, or acting on behalf of any pet shop, animal broker, puppy mill, or commercial breeding operation.

**9.2.3** The puppy—and any offspring, if breeding rights were granted—shall **never** be sold, leased, traded, consigned, or given to any commercial pet store, chain store, puppy mill, commercial breeding establishment, agent, broker, or charitable raffle or fundraiser, under any circumstances whatsoever.

\_\_\_\_\_ Initial (Buyer)

## **SECTION 10: GENETIC BREED TESTING DISCLAIMER**

**10.1** The Seller does not guarantee that any puppy will test as purebred through any third-party genetic breed testing service, including but not limited to Embark, Wisdom Panel, or any similar provider.

**10.2** Genetic breed testing has been demonstrated to produce inconsistent and variable results. The testing companies themselves do not guarantee 100% accuracy in breed identification, even in cases where both parents are AKC-registered purebreds.

**10.3** The Buyer acknowledges and agrees that no refund, replacement, credit, or any other remedy shall be sought or claimed based upon the results of any third-party genetic breed testing.

\_\_\_\_\_ Initial (Buyer)

## **SECTION 11: LIMITATION OF LIABILITY AND DISPUTE RESOLUTION**

**11.1** In any litigation, arbitration, or legal proceeding arising from or related to this Agreement, each party shall bear their own attorney's fees, court costs, and related expenses, regardless of the outcome.

**11.2** The exclusive venue and jurisdiction for any dispute arising under this Agreement shall be **Polk County, Florida** (Davenport, FL). Both parties consent to personal jurisdiction in said venue and waive any objection to the convenience of this forum.

**11.3** In the event the Buyer prevails in any litigation or legal proceeding, the total damages awarded shall **not exceed the original purchase price** of the puppy as stated in Section 1 of this Agreement. The Seller shall not be liable for consequential, incidental, special, or punitive damages of any kind.

## **SECTION 12: ENTIRE AGREEMENT**

**12.1** This Agreement constitutes the complete and exclusive statement of the mutual understanding between the Seller and the Buyer. It supersedes and cancels all prior written and oral agreements, communications, negotiations, and representations relating to its subject matter. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

**12.2** The obligations set forth herein shall continue for the duration of the dog's lifetime. The Seller retains the right to enforce any provision of this Agreement at any time during the dog's life.

**12.3** By signing below, both parties acknowledge that they have read, understand, and agree to be bound by all terms and conditions of this Agreement.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Puppy Purchase Agreement as of the date first written above.

**SELLER / BREEDER:**

**BUYER:** Signature

Signature Printed  
Name: **Teresa Gurney**  
d/b/a Fanci Pants Parti  
Yorkies Date:

\_\_\_\_\_  
\_\_\_\_\_

Printed Name:

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

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## **ADDENDUM: SOCIAL MEDIA CONSENT**

I, the undersigned Buyer, grant Fanci Pants Parti Yorkies permission to use any photographs taken of the Buyer and/or the puppy on the Breeder's social media accounts, website, and marketing materials. This consent is given voluntarily and may be revoked at any time by providing written notice to the Breeder.

\_\_\_\_\_ Initial (Buyer)

**Buyer Printed Name:**

**Date:**