***Pawsome Poodles and Doodles***

**Susan Schreckengost**

**Warrenton, Missouri 63383**

**314-686-5537**

**PET HOME PUPPY/DOG SALE CONTRACT**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_ Pawsome Poodles and Doodles (Susan Schreckengost)*,* now referred to as the Seller has agreed to sell a puppy/dog to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­ who will now be referred to as the Buyer.

**BUYER:**

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

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SELLER:**

Name: Pawsome Poodles and Doodles (Susan Schreckengost)

Address: Warrenton, Missouri 63383

Phone: 314-686-5537 E-mail: Groomin\_girl@yahoo.com

UPON PAYMENT of the sum of $\_\_\_\_\_\_\_\_\_paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following puppy/dog (the “Dog”) to Buyer, this is in addition to requirement for spay/neuter if so noted:

|  |  |
| --- | --- |
| Name of Dog: | |
| Breed: | Color: |
| Date of Birth: | Sex: |
| AKC Registration #: Microchip #  CKC Registration #:  APRI Registration #: | |
| Sire Name: |  |
| Dam Name: |  |
| Bred by Seller? Yes | If no, name of breeder:  Date acquired: |
| State of health: EXCELLENT | |
| Is this dog required to be spayed/ neutered? Yes | |

**TERMS AND CONDITIONS**

**RECITALS**

1. Buyer represents that they desire to acquire an \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for companion purposes only.
2. The Buyer and Seller desire to memorialize the terms of Buyer's purchase and Pawsome Poodles and Doodles sale of an \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dog exclusively through the terms of this Agreement. NOW, THEREFORE, the parties agree as follows:
3. **DOWN PAYMENT, PAYMENT OF PURCHASE PRICE, FEES**

Buyer WILL pay a down payment of \_\_\_\_\_\_\_\_ with payment of the balance of $ \_\_\_\_\_\_\_\_\_\_due prior to release of the Dog to Buyer. Payment of the balance may be made by cash or by electronic/digital payment at time of delivery.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the dog if:

1. Buyer fails to complete the purchase of the Dog for any reason, or
2. Buyer fails to pay the balance of the Purchase Price within 9 weeks (about 2 months) of birth.
3. Buyer fails to meet the Seller’s ethical requirements prior to the puppy being released.

In either event, Seller shall be free to sell the dog to another party.

In the event the dog is not available due to sickness, death, or any other circumstance owing to the fault of the Seller, Buyer’s down payment will be transferred to the next litter of puppies. Down payments for puppies are non-refundable and not transferrable to Stud Service.

1. **TRANSFER OF OWNERSHIP AND REGISTRATION**

No registration paperwork will be provided until proof of spay/neuter from a licensed veterinarian is provided to the Seller. The submission of paperwork and all fees associated with Permanent Registration shall be absorbed by the Buyer. Litter has been registered with \_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **FITNESS OF PURPOSE**

The Dog was bred as a companion animal, and the Seller does not provide any warranty as to the Dog’s fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes. Furthermore, the Seller does not warranty or guarantee the adult size, conformation, coat quality, bite, weight, coat color, and markings.

1. **SELLER’S REPRESENTATIONS, ACKNOWLEDGMENTS, AND WARRANTIES**

Seller represents and warrants to Buyer that:

* 1. \_\_\_\_\_\_\_\_\_ Seller is the legal and true owner of the Dog, and that Seller has full right and authority to sell the Dog.
  2. \_\_\_\_\_\_\_\_\_ The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
  3. \_\_\_\_\_\_\_\_\_ Seller guarantees that the Dog is the offspring of the sire and dam set out on page 1 of this Agreement.
  4. \_\_\_\_\_\_\_\_\_ Seller has taken the steps necessary to ensure that the Dog is current on all vaccinations as per veterinary guidelines for age of Dog as of sale date as stated on page 1 of this Agreement.
  5. \_\_\_\_\_\_\_\_\_ Seller guarantees Dog sold, will have a 2-year health **guarantee,** against Life Threatening Genetic Defects.

1. Defects that will cause puppy to die or be euthanized before their second birthday.
2. A diagnosis before two (2) years of age from a licensed Veterinarian, and a Specialist, that a Life-Threatening Genetic Defect exists, and it will hinder the remaining quality of life.

A Necropsy is **required,** with proof of identity, through microchip, along with full access to the dogs' medical records. Guarantee is honored with a complimentary replacement puppy. Price, Pick Order and Sex apply and are used to determine replacement. RARELY REFUNDS WILL BE OFFERED.

* 1. \_\_\_\_\_\_\_\_\_ Breeder does **NOT** guarantee the behavior of any puppy. It is the responsibility of the Buyer to train and socialize their Dog.
  2. \_\_\_\_\_\_\_\_\_ Seller warrants that said Dog has been properly socialized to the best of Seller’s ability.
  3. \_\_\_\_\_\_\_\_\_ Seller guarantees to be available for support, questions, advice, etc. for the life of the Dog.
  4. \_\_\_\_\_\_\_\_\_ Seller guarantees to welcome said Dog back, at any time throughout its life for any reason.
  5. \_\_\_\_\_\_\_\_\_ The Dog noted in this Agreement is being sold as a **Pet Home,** without breeding rights to the dog.

* 1. \_\_\_\_\_\_\_\_\_ Seller warrants that no registration paperwork will be given UNTIL proof of spay/neuter from a licensed veterinarian is provided.
  2. \_\_\_\_\_\_\_\_\_ Seller warrants that if at any time the Buyer would like to terminate the “Pet Home” agreement, it is an option. The Buyer must notify the Seller of their decision by the time the Dog is one year of age. Then at that time Buyer could purchase “Full Rights” to said dog.

1. **BUYERS RESPONSIBILITIES AND ACKNOWLEDGMENTS** 
   1. \_\_\_\_\_\_\_\_\_ The Buyer must keep the dog indoors in a crate commensurate to the size of the dog so as to allow a healthy, comfortable, clean-living area separate from other animals until the Buyer can have the dog examined by a licensed veterinarian.
   2. \_\_\_\_\_\_\_\_\_\_ Within 48 hours (2 business days) of receipt of Dog, Buyer is required to have a licensed veterinarian examine the Dog, with written documentation if the puppy is found to have a health concern, and it must be submitted to the Seller. Once this time expires, the Buyer will have no recourse to replacement. If this requirement is not satisfied, Buyer will have no recourse for replacement as well as forfeiting all monies paid toward purchase of Dog. If the dog is found to have a life-threatening condition; upon proof of written documentation, the Buyer may return the Dog to Seller for replacement – it is at the Sellers sole discretion as to the replacement; however, it will be a litter mate to the Dog that was returned, if available –OR- a Dog from the future Pawsome Poodles and Doodles litter.
   3. \_\_\_\_\_\_\_\_\_ DOWN PAYMENT/PURCHASES ARE NON-REFUNDABLE but transferrable to another Dog from same litter if available or a Dog from a future Pawsome Poodles and Doodles litter.
   4. \_\_\_\_\_\_\_\_\_ Buyer agrees to be responsible in providing a healthy home environment for Dog, including but not limited to:
      1. Proper, secured space
      2. Plenty of exercise
      3. Discipline, including proper socialization
      4. Proper nourishment and healthcare
      5. Proper licensing required by zoning according to place of residence
   5. \_\_\_\_\_\_\_\_\_ Buyer acknowledges that no canines purchased through Pawsome Poodles and Doodles shall be used for any illegal purposes.
   6. \_\_\_\_\_\_\_\_\_ Buyer agrees and acknowledges said Dog is **NOT** to be sold or rehomed at any time during said Dog’s life without prior permission from Seller. In the event the Buyer disregards this term/provision, the Seller has the right to confiscate said Dog from the unapproved home.
   7. \_\_\_\_\_\_\_\_\_ If the dog develops a health issue not related to the heart, hip dysplasia, elbow or eye defects at a date occurring later than the date of sale, the Buyer will not hold Seller responsible. Puppies are NOT fully protected from parasites, including all worm species, heart worms, parvovirus, and other illnesses.
   8. \_\_\_\_\_\_\_\_\_ Buyer agrees to have the dog spayed or neutered, at Buyer's sole expense, by the age of twelve (12) months of age of the Dog. Failure to comply with this Section will void any, and all of the Buyer's rights. Written proof of the Spay/Neuter procedure from a licensed veterinarian must be provided to **Pawsome Poodles and Doodles**, prior to receiving registration paperwork.
   9. \_\_\_\_\_\_\_\_\_ Buyer agrees, **NOT** to breed this dog for any purpose at any age. As recited above, the sale of the Dog pursuant to this Agreement is for companion purposes only and this is factored into the Purchase Price of the Dog. Additionally, improper use of the Dog for breeding purposes detrimentally impacts the purity of **Pawsome Poodles and Doodles** lines.
   10. \_\_\_\_\_\_\_\_\_ If at any time the Buyer can no longer retain possession of this dog, the Seller is to be notified and given the first option of resuming full ownership of the dog. The seller has ten (10) days to accept or reject this right of first offer. Refunds, if any, will be at the discretion of the Breeder/ Seller. The dog will be returned with all registration papers and medical records.
   11. \_\_\_\_\_\_\_\_\_ If the quality of life of the dog is in jeopardy, or buyer is using said dog in illegal activities, the breeder/seller has the right to confiscate the dog at any given time.
   12. \_\_\_\_\_\_\_\_\_ The Breeder/Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, leased, traded, or given away to any pet shop, research laboratory, animal shelter or similar facility.
   13. \_\_\_\_\_\_\_\_\_ Should the buyer be unable or unwilling to fulfill any of the above provisions, or if this dog is seized by any local authority as having been running at large, not meeting county or city guidelines, neglected, abused, or abandoned, the seller retains the right to reclaim this dog without compensation.
   14. \_\_\_\_\_\_\_\_\_ The buyer agrees to pay the seller any and all expenses, including court costs and reasonable attorney fees, in enforcing the terms and provisions of this contract.
   15. \_\_\_\_\_\_\_\_\_ The buyer give permission for Seller to use any of their pictures of the purchased dog from all social media, texts, and e-mail messages for advertisement purposes.
   16. \_\_\_\_\_\_\_\_\_ The Buyer agrees to register the dog using the kennel name of PPD's (Puppy's Name)
2. **INDEMNITY AND RELEASE**

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller’s costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

1. **LIMITATION OF ACTION**

Any action or claim brought by Seller against Buyer for breach of this Agreement or for loss due to negligence must be brought within six (6) years of the date such claim or loss occurs. Notwithstanding anything to the contrary herein, Buyer’s aggregate liability and obligation to pay under with respect to or arising in any way from this Agreement (whether in contract, tort or otherwise) shall be limited to actual damages, costs and expenses, not to exceed (“$20,000.00”), and Seller waives any claim or right to special, punitive, consequential and incidental damages.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Missouri state.

1. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties. The Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

***ACCEPTANCE:***

The preceding paragraphs contain conditions established by the Seller to ensure the wellbeing of the puppy/dog. The undersigned buyer hereby acknowledges having read the terms of the contract and does hereby agree to abide by each of the provisions set forth above. All sales are final. If voluntary arrangements are made by the seller to repossess the dog due to the buyer’s inability to retain possession or for breach of contract, all costs accrued are the sole liability of the buyer.

# This agreement made this \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_, 20\_\_\_, between the breeder/seller and the buyer(s), is an enforceable and binding contractual agreement.

Date Printed Legal Name of Buyer

Signature of Buyer

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Date Printed Legal Name of Seller

Signature of Seller