## MUDDY CREEK YORKIES SALES CONTRACT

731-315-5331

Purchase Price: Non-	Non-Refundable Deposit:			Balance:	
Puppy's Date of Birth:	Sex:	Female	OR	Male	
Additional conditions of sale:					
Puppy Buyer's Name:					
Address:					
City:	State:		Zip C	Code:	<u></u>
Phone Number:					
Email Address:					

PLEASE NOTE DEPOSIT PAYABLE: Cash, Zelle, Paypal and Postal Money Order

## CASH ONLY WHEN PICKING UP/TAKING YOUR PUPPY HOME

The puppy described above is being sold as a companion pet. Breeder does not guarantee against coat type, coat color, coat length, size, weight, conformation, temperament, reproduction ability, or any trait that has to do with the outside/physical look of the puppy. A pet is described as an animal that is kept as a companion and cared for affectionately. The puppy should never be used as a guard dog or a "breeding machine" used for breeding only with minimal contact.

If the puppy is being sold with no limits, meaning this puppy can be shown or bred if the puppy's new owners choose; there will be no guarantee to the appearance towards the dog. Many factors can determine the final appearance of the dog including grooming, eating habits, exercise, and much more. There will also be no guarantee against temperament and reproduction ability. No guarantee will be made concerning the puppies bite or dental. If this puppy is a male, his new owners must NOT breed the puppy until he is at the minimum 9 months of age. If this puppy is a female, her new owners can NOT breed her until she has passed her 1st heat cycle and is at least 12 months of age (18 months is preferred). If your puppy is bred before the required time frame, the following guarantee is NULL and VOIDED.

If this puppy/dog is being sold strictly as a pet only with no breeding rights, he/she must be neutered by 7 months of age. Buyer must send proof of the procedure being done through email, text or mail by the time the puppy is 7 months and 3 days old. If the puppy/dog isn't neutered within the time frame, this contract is null and voided concerning their health guarantee. Buyer agrees that if any registration papers were given, they must be returned to the seller within 14 days. If the buyer refuses to return the registration papers (and sign them over), they agree that they will pay \$2000 for breaking the agreement. If at any time the buyers would like to have no restrictions on registration in the future (and the seller agrees so) then the buyer must pay \$500-\$2500 (Seller's choice) more for

the registration papers to be reversed to 'FULL' registration and the buyer will then be approved to register the puppies created by the dog.

Every effort will be made by seller to insure that the puppy is delivered in a healthy and sound condition. Once puppy is picked up, the buyer becomes responsible for said puppy. In order to activate the guarantee as described herein, it will be necessary for the buyer to have an examination by a licensed veterinarian (DVM), at the buyer's expense, within 48 hours after taking your puppy home. No proof is needed to confirm the exam unless the puppy is found to have a life threatening defect within the 1st year of the puppy's life. At that time buyer must show proof he or she was seen by a licensed Veterinarian.

If the veterinarian finds the puppy/dog not fit for sale because of a defect, buyer has option of keeping the puppy or returning the puppy and getting a refund (excluding additional fees, shipping and misc. charges the buyer and seller had to pay). All expenses concerning the return of the puppy is not the responsibility of the seller. At no time is the buyers allowed to send back the puppy if an internal or external parasite is found because they can be corrected over a short period of time. There also cannot be a return of the puppy if the following is found: tracheal collapse, open fontanel, or luxating patella (these conditions aren't life threatening, the pups can still live a fulfilling life with no problems). If buyer would like to return the puppy because of the problems just listed, they will only be refunded 50% of the purchase price, minus misc. fees.

If the buyer complies with the veterinarian's examination as set forth, then the seller guarantees the puppy until 1 (one) year of age against any life threatening congenital defects of heart, lungs, kidneys, and liver only. If the puppy has a life threatening congenital defect, buyer has 3 month to choose a replacement puppy of equal or lesser value of the original puppy. The original puppy must be returned (at the buyer's expense) to seller before a new puppy can be delivered. The buyer will pay for the expense of sending the replacement puppy as well as miscellaneous fees. In the event of death, an autopsy must be performed, (at the buyer's expense), by a licensed veterinarian of their choice to determine the exact cause of death. A copy of the autopsy must then be sent to the seller within 30 days of puppy's death. If no autopsy is made within 5 days of the puppy's death, there will be no replacement puppy and buyer forfeits all guarantees and warranties. If buyer doesn't pick a replacement puppy within 8 months from the time the original puppy was proven to have a defect, buyer will forfeit the replacement puppy.

Breeder does not guarantee against hernias of any kind, collapse trachea, prolapse, any type of parasites or mites, mange, hypoglycemia, luxating patella, knees, hips, and/or any condition that can be corrected over time or through a vet or can be caught/created at any time. These problems aren't reasons to return a puppy if they are proven in the initial puppy examination that is required for this guarantee.

Your puppy will come with shots administrated up to date. Copies of Vaccination record will be given to new owners to give to their vet and keep for their records. Buyer must follow their vet's recommendations on future vaccinations, worming's, and overall care concerning the puppy. If at any time the puppy needs to be returned to the seller, copies of the puppies vet record must be sent to the seller.

Breeder does not guarantee against reactions to any medication or shots. No guarantee is made against: Distemper, Adenovirus, Para-influenza, or Bordetella or the Parvo virus vaccination.

This Guarantee is not transferable and is not valid if the puppy/dog is sold to a third party. The seller is not responsible for any veterinarian bills the purchaser may incur regarding said puppy.

Seller's sole liability on the above guarantee shall be limited to replacement with a puppy of equal or lesser value. In no event will seller be liable for any expense incurred by the buyer. There are no cash refunds.

Other than the guarantee set forth herein, there are no other warranties, expressed or implied. If Seller would like to give buyer other options or guarantees concerning the original puppy outside of this contract, seller will send a signed letter through mail with those options. Any options given by email or phone call will not be valid unless buyer receives a signed letter of those options through mail to confirm.

The buyer agrees to NEVER sell/surrender/rehome or otherwise transfer said puppy to a third party, shelter, pet shop, broker, or puppy mill. If at any time buyer is unable/unwilling to care for said puppy, he/she must be returned to seller at buyer's expense. Puppy must be kept indoors, proper veterinarian care given, and be kept current on vaccinations and routine checkups.