

# Short Acres Beagles

## "Puppy Sale Contract"

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<u>BUYER(s) Information:</u>		<u>BREEDER's Information:</u>	
Name:		Name:	Laura Short
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Phone:		Phone:	
Email:		Email:	<a href="mailto:laura@shortacresbeagles.com">laura@shortacresbeagles.com</a>

Will be referred to as the "**BUYER**" in this contract.

Will be referred to as the "**BREEDER**" in this contract.

<u>PUPPY's Information:</u>			
Puppy's Name:		Date of Birth:	
Gender:		Color:	
Registration #:		Registry:	AKC
Microchip #:		Weight:	
Father:		Registration #:	
Mother:		Registration #:	

Will be referred to as the "**PUPPY**" in this contract.

<u>Purchase Price:</u>	\$ _____	<u>Date Of Sale:</u>	____ / ____ / ____
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<u>Purchase Terms &amp; Registration:</u>	
1.	This PUPPY is sold only for the purpose of a <b>Pet (Companion Animal)</b> . While the PUPPY may be capable of performing other functions, no warranty is given as to its fitness for any other purpose other than as a <b>Pet</b> .
2.	The BUYER agrees to purchase the PUPPY under the conditions and guarantees of this contract. No other warranties, conditions, or guarantees are expressed or implied.
3.	All parties, without any emotional or mental reservations whatsoever, are freely entering into this contract.
4.	Contract and guarantees are only implied between the BREEDER, and the original BUYER, NOT to a third party. This contract and guarantees are not transferable.
5.	The BUYER has taken possession of (picked up) this PUPPY in person from the BREEDER, and has had the opportunity to examine the PUPPY themselves physically (in person) prior to taking possession of the PUPPY. The BUYER finds the PUPPY to be as described and satisfactory. This PUPPY was sold face-to-face, <u>not</u> sight unseen.
6.	The BUYER understands that they are purchasing this PUPPY with NO breeding rights. The BUYER agrees not to allow this PUPPY to breed under ANY circumstances. The BUYER agrees to have the PUPPY spayed/neutered by a licensed Veterinarian at the BUYER's expense.
7.	The signed "Puppy Reservation Contract" is part of this agreement between the BREEDER and the BUYER. The Reservation Fee of \$1000 (One Thousand Dollars) has been applied to the balance of the purchase price.
8.	The BREEDER has provided the BUYER with an application for AKC Limited (non-breeding) Registration ("Puppy Papers") at the time of sale. The BUYER agrees to register this PUPPY in the BUYER's name and at the BUYER's expense with AKC.

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### Health Guarantee:

1. The BREEDER has made every effort to ensure that the PUPPY is in good health at the time of sale. This PUPPY has been under the care of a licensed Veterinarian and has received all recommended Veterinary Care. The PUPPY has been wormed, vaccinated, had a fecal exam, full examination by a licensed Veterinarian, received a clean bill of health, and has a signed VETERINARY HEALTH CERTIFICATE from a licensed Veterinarian showing that the PUPPY is in good health.
2. The BREEDER is not liable if the PUPPY contracts a communicable disease after leaving the BREEDER's possession; as the PUPPY's exposure to other people, animals, and places are no longer within the BREEDER's control.
3. **The BUYER agrees to have the PUPPY examined by a licensed Veterinarian (at the BUYER's expense) within seven (7) days of the date of sale.** If the BUYER does not take the PUPPY to a licensed Veterinarian for an examination within 7 days of the date of sale, this Health Guarantee shall be void.
4. If the BUYER's licensed Veterinarian diagnoses the PUPPY with a chronic or serious health condition (not including anything from the “EXCLUSIONS” list), the BUYER agrees to immediately return the PUPPY, registration transfer papers, health records, and a written diagnosis from the examining Veterinarian to the BREEDER in exchange for a full refund of the purchase price. If the BUYER does not return the PUPPY to the BREEDER immediately, the BUYER will assume all responsibility for the PUPPY, forfeiting any refund, and this Health Guarantee shall be void. Any request for a refund must be made within 7 days of the date of sale.
5. The BREEDER guarantees this PUPPY for 12 months from the date of sale against any debilitating genetic defect that affects the PUPPY's long-term quality of life as a **Pet (Companion Animal)**. After receiving a written and signed diagnosis of a debilitating genetic defect that is conclusively diagnosed by two unassociated licensed Veterinarians, the BREEDER will replace the PUPPY with another puppy of the BREEDER's choice from the next available litter. The BREEDER does NOT require the return of the PUPPY to the BREEDER in this situation. No refunds will be given.
6. If the PUPPY dies within 12 months from the date of sale, the BUYER must pay for a necropsy to be performed by a licensed Veterinarian to confirm the cause of death, the cause of death must be from a serious genetic defect, and the BREEDER must receive a written copy of the necropsy findings & diagnosis. After receiving the written necropsy findings & diagnosis, the BREEDER will replace the PUPPY with another puppy of the BREEDER's choice from the next available litter. No refunds will be given. The BREEDER does not assume any liability for complications or death during elective procedures such as, but not limited to spaying or neutering.

### Physical Appearance & Temperament:

1. The environment in which the PUPPY is raised can affect how the PUPPY develops. The BREEDER has no control over the environment in which the PUPPY is raised and therefore the BREEDER does not guarantee the Adult Height, Weight, Color, Size, Appearance, Temperament, or Trainability.
2. The BREEDER shall not be held responsible for the development of any Disqualifying Faults, Diseases, Injuries, Behaviors, or Disorders that are due to the BUYER's negligence.

### BUYER's Responsibilities:

1. **The BUYER will have the PUPPY examined by a licensed Veterinarian within 7 days of the date of sale.**
2. The BUYER will provide proper Veterinary Care, Preventative Health Care, Diet, Training, Exercise, and Shelter for the PUPPY. (The BREEDER also recommends Puppy Training Classes)
3. The BUYER will follow all National, State, and Local laws regarding Dog Ownership & Care.
4. The BUYER is aware that this PUPPY is not yet fully immunized (The PUPPY is too young at the time of sale) and the PUPPY may not have fully developed immunity to communicable and contagious canine diseases (such as Canine Parvovirus or Canine Flu) until the PUPPY's vaccination series is completed around 4 months of age. The BUYER agrees to have the PUPPY vaccinated as recommended by a licensed Veterinarian. The BUYER understands the risk of taking the PUPPY to public places (such as pet stores, dog parks, playdates, etc) before the PUPPY has received all of his/her vaccinations. The BUYER assumes all responsibility to keep the PUPPY safe from communicable and contagious diseases until the PUPPY has received all of his/her vaccinations.
5. The BUYER will have the PUPPY spayed/neutered by a licensed Veterinarian at the BUYER's expense.
6. The BUYER will register the PUPPY with AKC at the BUYER's expense.

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### Return Policy:

1. The BUYER agrees to never sell, give away, or relinquish ownership of this PUPPY to a shelter, rescue, pet store, laboratory, testing facility, or dog-fighting-ring.
2. The BUYER may return (surrender) the PUPPY to the BREEDER at any time during the PUPPY's life, if the BUYER is no longer able or willing to care for the PUPPY for any reason. No refund will be given, the PUPPY will be returned to the BREEDER at no charge (Free, \$0) along with signed Registration papers (Transfer of Ownership) and Health Records.
3. The BREEDER does this to ensure that the PUPPY is never unwanted or homeless.

### Limitations of Contract:

#### **EXCLUSIONS - The BREEDER does NOT guarantee this PUPPY against any of the following:**

Uneven Bites, Inguinal Hernias, Umbilical Hernias, Undescended Testicle(s), Cherry Eye(s), Distichiasis, Demodex Mange, Allergies, Thyroid Dysfunction, Autoimmune Disorders, Intervertebral Disc Disease (IVDD), Cancer, Tumors, Fleas, Ticks, Worms, Scabies, Ear Mites, Coccidiosis, Giardia, Viral Infections, or Kennel Cough.

#### **Any of the following will void the Health Guarantee:**

1. The BUYER does not have the PUPPY examined by a licensed Veterinarian, at the BUYER's expense, within 7 days of taking possession of the PUPPY.
2. During the first Vet Exam (within 7 days) the PUPPY is diagnosed with a chronic or serious health condition (not including anything from the “EXCLUSIONS” list) and the BUYER does not immediately return the PUPPY to the BREEDER along with signed registration transfer papers & health records.
3. Evidence that the PUPPY has been neglected or abused by the BUYER.
4. The BUYER violates any part of this contract.

### Liability:

1. The BREEDER will not be liable for any damages or injuries caused either directly or indirectly by the PUPPY to any person or property, whether real or personal. The BUYER will assume all liability for any damages or injuries (physical, mental, emotional, or monetary) caused by the PUPPY after taking possession of the PUPPY.
2. The BREEDER will not be liable for any expenses incurred by the BUYER at any time; including, but not limited to: veterinary health care, veterinary expenses (vet bills), medical expenses, general care, or training expenses.
3. The BREEDER will never be liable for any amount exceeding a refund of the purchase of the PUPPY to the BUYER, under any circumstances.

### Legal Recourse:

1. This is a legally binding contract, controlled by the laws of South Carolina. It is agreed that if there are any disagreements between the BREEDER and the BUYER, that they will be settled in Berkeley County, South Carolina.
2. Any costs of litigation will be paid for by the BUYER.

The written terms of this contract contains the entire agreement between the BREEDER and the BUYER. No other written, verbal, or implied statements, promises, documents, or writings shall have any effect on this contract unless these terms are reduced to writing, signed by both parties, and attached.

→ I the BUYER have read this contract, and I fully agree to the terms and conditions of this PUPPY SALE CONTRACT:

BUYER's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

→ I the BREEDER have read this contract, and I fully agree to the terms and conditions of this PUPPY SALE CONTRACT:

BREEDER's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_