

Sales Contract

Marnetts Chesapeake

Seller: Annette Monugian
10615 Virginia Ave.
Whittier, Ca., 90603
(562) 943-5090
E-Mail: marnetts.chessie@verizon.net

Buyers Name: _____
Address: _____
City, State, Zip: _____
Telephone # : _____ E-Mail: _____

Buyer and Seller voluntarily enter into and agree to the terms delineated in this contract as witnessed by their signatures below.

Puppy Sales Terms

This puppy, sex _____, identified by _____ colored collar, color and markings _____, and having the registered name : _____,
is being sold for the sum of \$ _____.

Buyer agrees to use the kennel name prefix "Marnetts" in the registered name of this puppy.

Sire:
AKC#:
OFA#:
Cerf#:

Dam:
AKC#:
OFA#:
Cerf#:

_____ This puppy is being sold for the purpose of being a pet. The buyer agrees to take all measures necessary to insure that the puppy is not mated, and does not have the opportunity to sire or deliver a litter or litters. Buyer and Seller agree that if the Puppy is spayed or neutered before one year of age, the Seller will refund \$150.00 after Buyer provides Seller with proof of spay/neuter.

_____ This Puppy is being sold for the purpose of showing and/or breeding. The Buyer agrees to abide by the current ACC code of ethics. The Buyer also agrees that this puppy is OFA F, G, or E, and Cerf'd before being bred. The Puppy should only be bred to a mate that also has the same clearances.

_____ The Seller wishes to encourage responsible dog ownership, to that end Seller will refund \$25.00 for each AKC performance title earned (ie: CGC, JH, CD, etc), not to exceed \$125.00.

Buyers Initials _____

I. Health Guarantee

- A. Seller guarantees that puppy is in good health and has received appropriate vaccinations and worming. Seller will provide Buyer with a medical chart detailing treatment Puppy has received under Seller's care.
- B. Seller guarantees that Puppy is free from life threatening diseases or disabilities (ie: heart murmurs,) for 72 hours after delivery to Buyer. Should life threatening diseases or disabilities be discovered by Buyer within 72 hours of receipt of Puppy, and attested to in writing to Seller by Buyers veterinarian, Seller will take puppy back, and will provide Buyer with a replacement puppy of the same quality as soon as such a puppy is

Buyers Initials _____

available, or refund 100% of purchase price (\$1000.00). Seller strongly recommends that Buyer have Puppy examined by a licensed veterinarian of Buyer's choice within 72 hours of receipt of Puppy.

- C. Should Puppy be diagnosed by 30 months, with any genetically derived medical disorder which is considered by two unassociated veterinarians to seriously impact the quality of life short of euthanasia, or require continuous medical treatment throughout the course of Puppy's life Seller will, upon provision of veterinary reports, and where applicable, Orthopedic Foundation for Animals (OFA) report, provide Buyer with one of the following:
 - i. Should Buyer choose to keep Puppy and accept partial refund, Seller will, upon receipt of proof of spay/neuter, refund part of purchase price in the amount of \$450.00.
 - ii. Should Buyer choose to relinquish ownership of puppy to Seller, Seller will refund purchase price less any spay/neuter rebate already given, shipping or miscellaneous charges necessary for transportation of Puppy to Seller. The AKC registration must accompany the Puppy and be signed by Buyer.
 - iii. Should Buyer choose to keep Puppy and accept a replacement puppy for 50% of the original purchase price, Seller will upon receipt of proof of spay/neuter, provide a replacement puppy as soon as such a puppy is available.
- D. Should Puppy be diagnosed by 30 months of age, with any genetically derived medical disorder which is considered by two unassociated veterinarians to be extreme enough to warrant euthanasia Seller will, upon provision of veterinary reports and, where applicable OFA report, provide Buyer with a replacement Puppy as soon as same quality puppy becomes available, or refund to Buyer 100% of purchase price (\$900.00) less any money already refunded.

II. General

- A. Seller strongly recommends that Buyer attend obedience classes with Puppy and provide proper socialization opportunities for Puppy.
- B. Seller shall not be held responsible for acts of Puppy which are due to negligence.
- C. Buyer agrees that if it should at any time become impossible to keep the above named Puppy for any reason, the Seller will be contacted and offered the first right to take Puppy back and place it in a new suitable home. No money will be returned to Buyer.
- D. Buyer agrees to take good and reasonable care of this puppy, providing for all of its annual vaccinations and other medical, physical and emotional needs, maintaining proper weight and physical shape. At no time should the puppy become obese. An obese condition will immediately cancel all guarantees of health on this puppy.
- E. Buyer must NOT at any time transport the puppy loose in the open cargo area of a pick-up truck without proper restraint, ie: crate, truck ties.
- F. Buyer agrees that at no time will this puppy be turned over to the pound, humane society, or an animal shelter as a means of disposal.
- G. Buyer guarantees that the puppy will not be chained or otherwise tied up as a permanent means of containment and will not be allowed to run free unsupervised.
- H. During the life of the puppy, Buyer and Seller agree to notify each other within 30 days, of any changes of address or phone number.
- I. Should Buyer choose to break any of these terms of this agreement, the remainder of the agreement will be considered null and void. Seller will have the right to repossess the puppy. The Buyer will be liable for any cost incurred in the repossession of puppy.
- J. Buyer and Seller agree that this Agreement will be governed by the laws of the State of California and may not be altered, modified, or rescinded unless agreed to in writing by both Buyer and Seller.

The undersigned agrees to uphold all terms of this Contract as of this date. _____

Buyer: _____

Seller: _____

Buyers Initials _____