

Cupcake's Cuties - Shih Tzu

Melody Davis

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Purchase Contract & Health Guarantee

Date: _____	Buyer: _____
Breed: Shih Tzu	Address: _____
Puppy Name: _____	_____
Date of Birth: _____	Phone: _____
Sex: _____	Email: _____
Color/Markings: _____	
Dam: _____	Sire: _____

This Purchase Contract and Health Guarantee is made for the benefit of and the protection of both parties, buyer and seller. By signing this contract, the buyer acknowledges the following:

Section 1 - Finalizing the Sale and Seller's Rights

Therefore, it is agreed upon that the following terms constitutes a sales contract between Melody Davis of Cupcake's Cuties - Shih Tzu (hereinafter referred to as Seller/Breeder) and _____ (hereinafter referred to as Buyer) regarding the Shih Tzu described above. These terms and conditions are entered into and agreed upon by both Buyer and Seller and the Buyer and Seller acknowledge the moral and legal worth of this contract.

_____ Buyer's Initials
_____ Seller's Initials

The Breeder is selling the above referenced puppy for the total price of _____ and has a final balance of _____ due to the Seller via cash at the time of delivery/pickup. The Buyer understands that the deposit of \$500.00 is non-refundable because it is a commitment to buy the puppy. Buyer understands that no guarantee is made as to the size, weight, color, markings, disposition, confirmation, or temperament of the puppy. Buyer will forfeit the deposit and ownership rights of the puppy, if buyer does not make full payment at the time of pick up. Buyer understands that no money will be refunded for flight nanny services.

_____ Buyer's Initials
_____ Seller's Initials

Section 2 - Guarantee Coverage

The puppy is being sold with no known health or genetic defects. The Breeder certifies that, upon receipt, the puppy is in good health and has received age appropriate vaccinations and deworming. Buyer agrees to have the puppy examined by a licensed veterinarian at the Buyer's expense within 72 hours of delivery of the puppy. If a life threatening problem is discovered at the time of the veterinary exam, Buyer must notify the Breeder immediately. Breeder reserves the right to have the puppy re-examined by the Breeder's veterinarian at the Breeder's cost. A copy of the examination results from the Buyer's veterinarian must be sent to the Breeder by email within 5 days of the receipt of the puppy. Failure to provide examination results will render this Health Guarantee null and void. If diagnosis is confirmed by Breeder's veterinarian, Breeder will resume possession of the puppy and at the Breeder's choice either refund the Buyer the purchase price or replace the puppy with the next available puppy of equal value. Breeder will not be responsible for any veterinarian costs or medical expenses prior to the return of the puppy. It is the Buyer's responsibility to return the puppy to the Breeder at the Buyer's expense. All transportation costs to return the puppy and/or receive a replacement are at the Buyer's expense.

_____ Buyer's Initials
_____ Seller's Initials

Section 3 - Guarantee Non-Coverage

Any condition that is minor, correctable, or a breed related condition which could go away, or is considered to be a condition which a puppy will likely grow out of is not covered by this Health Guarantee. Buyer acknowledges that the Shih Tzu breed does have common health concerns. These conditions may include, but are not limited to: Allergies (food or skin), Herniation (Inguinal, Perineal, or Diaphragmatic), Stenotic Nares, Entropion, Undescended Testes, Dental Disease, Underbite/Overbite, Otitis Externa, Intervertebral Disk Disease, or Walleye. This Health Guarantee does not cover any veterinarian costs associated with spaying or neutering. In the unlikely event of the death of the puppy within one (1) year of date of birth, due to genetics, the Breeder will replace the puppy with the next available puppy of equal value. If the Breeder offers a replacement puppy and the Buyer declines the replacement puppy, the Breeder and Buyer shall be under no further obligation and it will be deemed that the Buyer has released the Breeder from any and all further claims.

_____ Buyer's Initials
_____ Seller's Initials

Section 4 - The Environment

Cupcake's Cuties - Shih Tzu puppies and dogs have been raised in the Seller's home and have only been in contact with fully vaccinated adult dogs, which are owned by the Seller. Buyer must be aware that this Health Guarantee does not cover airborne or nose to tail illnesses such as Parvo Virus, Canine Influenza, Kennel Cough, Pneumonia, Intestinal Parasites (Coccidiosis, Giardia, Worms), Ear or Skin Mites, Mange, etc. Some of these illnesses are highly contagious and deadly. Buyer agrees to follow the same preventive care protocol as the Breeder has followed until the dog is fully vaccinated in order to keep the puppy illness free. Buyer understands that until the puppy is fully vaccinated it should stay inside to avoid contracting any illness. Distemper and Parvo vaccinations will need to be continued until 16 weeks of age to provide full immunity.

Vaccinations will be fully effective 2 weeks after the last set is received. Failure to comply with the recommended vaccination schedule will render this Health Guarantee null and void. We strongly recommend starting said puppy on a supplement to provide immune system support.

_____ Buyer's Initials
_____ Seller's Initials

Section 5 - Maintenance of Shih Tzu

The puppy is sold first and foremost as a beloved pet and is to live with its family in the Buyer's living quarters. The puppy must always be kept in a sanitary environment. The puppy may not be permanently housed in a kennel environment. Buyer agrees to take good care of the puppy, maintain recommended vaccinations, deworming, flea/tick prevention, and heartworm prevention. Buyer agrees to exercise standard care and grooming to maintain the puppy's health and well being. Buyer agrees to give the puppy proper physical and emotional care.

 Buyer's Initials
_____ Seller's Initials

Section 6 - With or Without Breeding Rights

_____ **With:** The Shih Tzu referenced in this agreement is being sold to the Buyer with breeding rights. Paperwork for Full Registration through American Kennel Club (AKC) will be transferred to the Buyer upon receiving the remainder of the balance owed _____. Buyer hereby accepts and understands the responsibilities of responsible breeding. Buyer also understands that the puppy's ability to breed is not guaranteed or implied.

_____ **Without:** The Shih Tzu referenced in this agreement is being sold to Buyer without breeding rights. Buyer agrees that said puppy must be sterilized (spayed or neutered) by 7 months of age. Paperwork for Limited Registration through American Kennel Club (AKC) will be transferred to the Buyer upon receiving proof of sterilization from a licensed veterinarian. If the puppy is not sterilized and bred, Breeder has rights to claim all profits from breeding, which includes puppy sales and/or stud services).

 Buyer's Initials
_____ Seller's Initials

Section 7 - Surrendering Custody

If, for whatever reason, Buyer cannot or does not wish to maintain custody for the puppy at any time the Seller must be notified immediately. The puppy is not to be resold or given away without the Seller's knowledge and consent. The puppy may NOT be given to a pet shop, breeding farm, puppy mill, puppy broker, or any entity engaged in animal research. The puppy may NOT be placed in an animal shelter, humane society, animal rescue, or any similar facility. Seller will assist in any placements of the puppy. Seller will accept the puppy back at any time to ensure that the puppy is well cared for and placed in a proper environment for the remainder of its life. If the puppy is returned or surrendered to Seller, no refunds will be given.

 Buyer's Initials
 Seller's Initials

Section 8 - Buyers Agreement

Therefore, it is stipulated between Buyer and Seller that failure to comply with the terms and conditions outlined in this agreement will result in the contract being null and void. This contract applies to the original puppy only and is not transferable to a second party. Buyer understands that should the terms outlined in this agreement be ignored, disregarded, or if any attempt is made to break this contract, it will be considered a Breach of Contract. Buyer understands that this contract falls under the jurisdiction of the state of Oklahoma, city of Claremore, in Rogers County. It is agreed that any dispute will be settled in the state of Oklahoma, in the city of Claremore.

 Buyer's Initials
 Seller's Initials

Buyer acknowledges that he/she has read, understands, and agrees to the term and conditions of Sales Agreement and Health Guarantee. This

written agreement is a binding, legal contract between Cupcake's Cuties - Shih Tzu and _____, Buyer of the puppy.

Buyer's Signature: _____

Date _____

Printed Name: _____

Seller/Breeder's Signature: _____

Date _____

Printed Name: Melody Davis

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