# Puppy Contract / Guarantee

# **ON THIS DATE:**

Tammy Joudrey of Tammy's Tiny Treasures (Seller) has agreed to sell and the below named (Buyer) has agreed to buy one un-registered Yorkshire Terrier Puppy for the Purchase Price named below, under the terms in this Agreement and described as follows:

# **PUPPY BEING SOLD**

D

Dam:

# **SELLER:**

Tammy Joudrey
Tammy's Tiny Treasures
Mailing address:

# **BUYER:**

Name:	
Address:	
City:	
Province:	
Postal Code:	
Phone:	

# **PURCHASE PRICE**

The Purchase Price of the Puppy is \$

Part of the Purchase Price will be paid immediately with this Agreement as a Deposit to guarantee that Seller will hold the Puppy for pick-up/delivery to the Buyer on the below specified Pick-Up/Delivery Date.

The Balance Due (\$), after crediting the Deposit (\$), will be paid in Cash or Pre-Paid Money Order at the time of Pick-Up/Delivery of the Puppy. This Purchase Price does not include any Delivery Charge (if any), which is calculated separately.

# DEPOSIT

(Surety of Action Deposit) in the amount of \$ is required to hold this Puppy for the Buyer until date of Pick-Up/Delivery.

There are no refunds on Deposits, unless otherwise agreed here in writing. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the Puppy to some other Buyer and retention of the Deposit is meant to compensate Seller for his possible loss. This deposit signifies the intent on the part of the Buyer to follow through with the Purchase of this Puppy.

The Seller reserves the right to void this transaction and refund the Deposit if we learn of any reason why Buyer might not be suitable for the puppy – (i.e. Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory etc.).

If the transaction is voided or if through some tragic accident the Puppy were to die or otherwise be seriously injured before it goes to its new home then, of course, the deposit will be returned to the Buyer; unless the Buyer wishes to apply the Deposit to another Puppy, if one is available, or to a puppy from the next available litter.

#### PICK-UP/DELIVERY DATE.

This Puppy will be available for the Buyer to pick up personally on (Date goes here). This date is based on our estimation of when the puppy will be naturally weaned and ready to leave its Mom. Typically our puppies stay with their Moms at an absolute minimum of 8 weeks of age, but more often 10-12 weeks of age.

If the Buyer is not able to pick up the puppy on the stated Pick-Up/Delivery Date, we will be glad to continue caring for the Puppy for a reasonable time-limited to 28 days, but we will add a charge of \$2 per day for boarding for every day after the scheduled pickup date. If the puppy is not picked up by the 28<sup>th</sup> day past the Pick-Up/Delivery date this contract becomes null and void and no refund will be given for deposit and boarding fees paid. The Seller is then able to sell the puppy to a new Buyer.

#### **HEALTH GUARANTEE**

All puppies are sold as pet companions only and come from non-registered parents. We make no guarantees of being able to breed, weight, height, temperament, or coloring as adults. This puppy is guaranteed to be in good health at the time of sale.

Congenital or Hereditary defects: We provide a 1 year guarantee against life threatening defects limited to: heart, lungs, and liver. If one of these defects were to be found the puppy would need to be returned to the breeder before a replacement puppy is given. The 1 year health guarantee does not include illnesses such as hernias, hypoglycemia, coccidiosis, giardiasis, fleas, ear mites, worms, retained baby teeth, over or under bites, injury, allergies, heat exhaustion, undescended testicles, luxating patella's and collapsing trachea (luxating patella's & collapsing tracheas can be caused by injury). The 1 year guarantee begins the day the purchaser takes physical possession of the puppy (the date the contract is signed or the date of shipment if shipped).

Within 5 days of the date the purchaser takes physical possession of the puppy they are required to have a licensed Veterinarian examine the puppy. If the Veterinarian should find a debilitating congenital or hereditary defect, the puppy may be exchanged for a healthy puppy of the breeders' choice of equal quality when one becomes available providing the puppy is returned with the Veterinarians written report of diagnosis and tests performed within 5 days of the date of diagnoses. If puppy is not taken to a licensed veterinarian within 5 days of the date of physical possession, then the contract/guarantee on the puppy is void.

The seller/breeder is not responsible for any Veterinarian bills incurred; in addition, the responsibility of any costs associated with this puppy for, but not limited to, animal clinic costs, medications, shipping, personal damages, and emotional grief is solely the responsibility of the purchaser.

If the puppy should die within 1 year of its birth date, a necropsy must be performed at the purchaser's expense by a licensed Veterinarian. Written documentation from a licensed Vet of the necropsy results must be provided stating the cause of death. If it is found that the puppy died of a congenital defect, the seller/breeder will provide another puppy of equal quality when one becomes available.

At no time will money be refunded; a replacement puppy will be given if necessary. Any replacement puppy that needs to be shipped will be at the buyers' expense.

# **RIGHT OF RECOVERY OR PLACEMENT**

In the case that the original owner cannot keep the puppy due to unforeseen circumstances, the puppy can be returned to the seller/breeder at the owners' expense or the breeder can assist in finding the puppy a new home. No money will be refunded for a returned dog. At no time shall the puppy be placed in a shelter or dog pound.

# **CARE AND MAINTENANCE**

The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule, heartworm preventative, good diet, and a clean and safe environment.

# **SPAY/NEUTER**

It is expected that this puppy will be Spayed/Neutered within one year of its birth date as it is being sold as a pet companion dog only, not for breeding.

#### **GENERAL**

This written Agreement contains all of the terms of this Puppy Deposit and Sales Agreement. No refunds will be given, all deposits are non-refundable and all sales are final. This contract/guarantee applies only to the original buyer of the puppy as signed below.

#### AGREED

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

Buyers Signature: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

Tammy Joudrey

# Tammy's Tiny Treasures

http://tammystinytreasures.weebly.com