

Kelz Pugz  
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Sale of Puppy Contract

The following agreement is between Kelly D. Maurer (breeder), hereafter referred to as "Seller", and \_\_\_\_\_, hereafter referred to as "Purchaser".

Purchaser Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Day Phone: \_\_\_\_\_ Eve Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Description of Puppy:

Name: \_\_\_\_\_  
Date Whelped: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_  
AKC Litter #: \_\_\_\_\_ Avid Microchip #: \_\_\_\_\_  
Sire: \_\_\_\_\_ AKC#: \_\_\_\_\_  
Dam: \_\_\_\_\_ AKC#: \_\_\_\_\_  
For the sum of: \_\_\_\_\_

Conditions of Sale:

The above described puppy is being purchased as a companion animal (pet), and not for breeding purposes. The purchaser agrees to have this puppy spayed /neutered on or before 9 months of age. \_\_\_\_\_ At that time the purchaser will provide the seller with written verification from that the above described puppy has been surgically altered by a Licenced Veterinarian. If the purchaser does not provide the seller with written proof of spay/neuter, it will be assumed the puppy is being used for breeding and there will be an additional \$1500.00 due on demand. Any and all court costs & attorney fees will be paid by purchaser at the time of court's decision.

If at any time the buyer can no longer retain possession of this above described puppy, the seller is to be notified and given first option of resuming full ownership at a price to be mutually agreed upon by both parties. This price will not exceed the original purchase price of :\$ \_\_\_\_\_

The puppy will be returned with transferable AKC registration papers, Avid microchip, and a copy of medical records.

Under NO CIRCUMSTANCES is the puppy to be placed in a pet shop, animal shelter, flea market, auction, research facility, raffle or similar.

Purchaser agrees to provide an indoor loving home with proper food, water and veterinary care at all times.

Failure to comply with the above conditions of sale will hold the purchaser liable for \$1500.00 punitive damages payable to the seller upon demand. Any and all court costs & attorney fees will be paid by purchaser at the time of court's decision.

It is understood that these conditions are set forth for the welfare of the above described puppy and to protect the integrity of the sellers' bloodlines.

#### Health Guarantee

The seller guarantees the above described puppy to be in sound health and temperament at the time of sale. If within fourteen (14) business days following the sale of the above described puppy, a licenced veterinarian of the purchaser's choosing certifies the puppy to be unfit for purchase due to illness, a congenital malformation which adversely affects the health of the puppy, or the presence of symptoms of a contagious or infectious disease, the seller will afford the purchaser the right to choose one of the following:

- a.) The right to return the puppy and receive a refund of the purchase price and any reasonable veterinary costs directly related to the veterinarian's certification that the puppy is unfit for purchase.
- b.) The right to return the puppy and to receive an exchange puppy of the purchasers choice of equivalent value and reasonable veterinary costs directly related to the veterinarians certification that the puppy is unfit for purchase.
- c.) The right to retain the puppy and to receive reimbursement from the seller for veterinary services from a licensed veterinarian of the consumer's choosing, for the purpose of curing or attempting to cure the puppy. The reasonable value of reimbursable services rendered to cure or attempting to cure the puppy shall not exceed the purchase price of the puppy. The value of such services is reasonable if comparable to the value of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian. Such reimbursement shall not include the costs of initial veterinary examination fees and diagnostic fees not directly related to the veterinarian's certification that the puppy is unfit for purchase.

The examining veterinarian of the consumers' choosing must provide a form/certificate of unfitness for sale. Such form shall include, but not be limited to, information which identifies the type of puppy, the owner, the date and diagnosis of the puppy, the treatment recommended if any, and an estimate or the actual cost of such treatment.

Any refund and/or reimbursement required shall be made by the seller not later than ten business days following receipt of a signed veterinary certification as herein required. Such certification

shall be presented to the seller not later than three business days following receipt thereof by the consumer.

In the event that the seller wishes to contest a demand for refund, exchange or reimbursement made by a purchaser such seller shall have the right to require the purchaser to produce the puppy for examination by a licensed veterinarian designated by such seller. Upon such examination, if the buyer and the seller are unable to reach an agreement which constitutes one of the options set forth within ten business days following receipt of the animal for such examination, the purchaser may initiate an action in a court of competent jurisdiction to recover or obtain such refund, exchange and/or reimbursement.

Papers provided at time of Sale:

AKC Registration application: \_\_\_\_\_

Avid Microchip application: \_\_\_\_\_

Medical Records: \_\_\_\_\_

Other: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_