## Purchase Agreement Puppy/dog

## <u>Yingchuu's chihuahua</u>

Tsz Ying Roy, (Hereinafter " seller") agrees to sell\_\_\_\_\_\_to the purchaser (Hereinafter "buyer") \_\_\_\_\_\_entered into agreement on this date for \_\_\_\_\_as the purchase price.

• This agreement is a legal document between the buyer and the seller

The buyer agrees to pay said amount and to be bound by the terms and conditions of this purchase, the seller represents the following:

Purchased as:

Pet Quality \_\_\_\_\_ Breeder rights purchased Yes/No (The buyer understands that there are no guarantees as to the show ability of this puppy as there are too many unpredictable factors)

NOTE: If breeding right is not purchased, buyer <u>MUST</u> have puppy altered by 18 months of age and cannot be bred or the guarantee is null and void.

Health Guarantee:

The seller certifies that, upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record of said Chihuahua. Seller does NOT guarantee adult size, color, and confirmation.

The buyer agrees to have the dog examined by your veterinarian at your expense within 3 days from date of purchase. If the veterinarian does not give the dog a clean bill of health, buyer must notify the seller immediately. Seller reserves the right to have the dog re- examined by our veterinarian at our cost. Any condition that is minor, correctable, or a breed related minor condition is not covered and no condition which could go away, or is considered to be a condition which a puppy will likely grow out of is covered.

If the dog is then found not to be in good health, Seller will resume possession if this is agreeable to both parties. Seller does not accept responsibility for contagious disease diagnosed after 5 days from date of purchase as these are viral diseases and can be contracted after leaving my home. Such as parvovirus, Canine distemper. Patella is covered for 4 months from the date of purchase. Heart murmur and eye disorder are covered for 1 year from date of purchase with the same conditions as above in effect. Your dog has been tested and examined for many conditions to assure his health. Heat stroke, exhaustion, dehydration and other heat related conditions are not covered in any way.

## The Buyer's Responsibility:

The Buyer agrees to take good care of this dog, feed and house the dog properly {indoors}, maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog's home. The dog's outdoor area will be fenced in and secure, or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. Buyer agrees to give the dog proper physical and emotional care and welfare. The buyer must agree to housing the dog indoors as its primary housing. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Seller has all rights to repossession of this dog with no refund to the buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the buyer to any compensation from the seller.

This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the buyer for any special purpose or function of this dog. This dog is not to be used for any illegal or immoral activities and is not to be

used for any type of puppy mill, dog farm or other mass producing or money making operation.

## Terms:

• Seller does not warranty non-genetic health issues, and seller will not replace or give credit for genetic problems that are not life threatening including cosmetic defects such as ear shape, size, color of coat and bites. Also, seller does not warranty against moleras as these are normal part of the chihuahua. This guarantee does not include the presence of worms, which may be found in any healthy puppy, furthermore, it is understood that the seller does not guarantee against the following puppyhood ailments: eye or ear infections, dry skin, liver shunt, hernia including inguinal and umbilical, cherry eye, tracheal collapse, hypoglycemia, giardia, coccidian, ear mites, stress or diarrhea.

• Payment: Buyer agrees to remit a holding fee of the puppy by Venmo, cash/money order, direct bank transfer (Chase, Bank Of America or Venmo; apply a service fee with other bank), money transfer/wire: to be paid \_\_\_\_\_to hold the puppy. Buyer agrees to pay 50% of the total price at 4 weeks old and the final half will pay when the puppy reaches 8 weeks of age after puppy exam. If final payment is not made by the time the puppy reaches 9 weeks old, unless other arrangements have been contracted, the puppy is determined to be abandoned and will be placed up for sale, any payments will be forfeited.

• Final acceptable payments are: cash/money order, direct bank transfer (Chase, Bank Of America or First Tech; apply service fee with other banks). Seller does not offer a cooling off period on out puppy sales. Buyer remorse is not tolerated. Holding fees are forfeited if buyer backs out of this sale for any reason.

• Vaccinations: I strongly recommend that the puppy will get vaccinations beside Leptosporosis, Corona and Giardia before full grown. Puppy has \_\_\_\_\_ sets of vaccine prior to leave seller house, and buyer agrees on finish his/her full vaccine after puppy leaves the seller house.

• Limit registration: The puppy is NOT to be used for breeding purposes. In the event that the seller learns or is informed that the dog has been bred, the buyer will be

subject to fines and all related court / legal costs. Must be spayed or neutered by the time puppy becomes 18 months unless a licensed veterinarian noted that the puppy cannot be spayed / neutered. Once the buyer shows proof of spayed/neutered, breeder/seller will provide AKC limited register paper.

•Full registration: Granted to a responsible and established breeder. Please keep in mind that giving birth and you may have to have raise puppies. This is a lot of work, dedication, time consuming, and quite costly for raising a litter. Be sure that you as the owner are prepared for any of these situations should they arise before you choose to breed your dog. Puppy will come with paper registration and PIN. All registered puppies bred and sold by Yinchuu chihuahua will have the prefix YINGCHUU in their registered name. Seller does not guarantee for reproductive areas such as ability to produce, size, c section.

• Right/option: If any point in time buyer cannot take care or keep the puppy for any reason, the animal must be returned to the seller immediately. The seller retains first option and/or right refusal on allowed back in animals. Of this puppy is sold or given to a third party without the seller consent the owner will be of contract and shall be subject to damages. (fines and possible charges) All cost of return will be responsible at buyer costs. Seller reserves all the rights to accept or reject any offer, and holds full rights to cancel the deal with full refund to the buyer.

• Transfer/assign: The Contract and all of the guarantees apply to the original puppy owner and is <u>NON-TRANSFERABLE</u> or <u>ASSIGNABLE</u> to a third party without written consent from the seller.

• Refund "replacement" process: <u>NO MONETARY REFUNDS WILL BE GIVEN</u> in any case or under any circumstances. Except cancellation of the contract made by the seller, which buyer will be guaranteed for 100% full refund. Puppy will have one year guaranteed with heart and eyes, and Patella is covered for 4 months from the date of purchase. If anything happened, such as death, Threatening genetic Defect. The seller must be notified of the Veterinarian before the puppy reaches twelve months of age.

Buyer in this contract will include married couples under one spouse signature. Any disagreement arises it will be settled by a court in King County, Washington state. You must decide if our terms presented here are reasonable to you, if you do not find out terms fair and do not agree to these terms then do not send a deposit or any payment to purchase a puppy. Sending a deposit means agreeing to bond with the terms described in this contract.

• Seller is not responsible for any veterinary bills or medical expenses incurred for this puppy regardless of cause. You can return the puppy at any time at buyer expenses.

• All holding fees are considered final and non-refundable. •

Description of puppy:

Breed: _	_Chihuahua
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\_\_\_\_\_

Color: \_\_\_\_

Date of birth: \_\_\_\_\_

I, undersigned, have entirely read, comprehend and agree to the terms and conditions stipulated in this binding contract (purchase agreement)

Buyer:	
Signed:	
Date:	
Address:	
Phone:	
Seller:	
Signed:	
Date:	
Address:	
Phone:	