**CONTRACT FOR PURCHASE AND SALE OF DOG OR PUPPY**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, of 20\_\_ by and between:

BUYER

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**- AND -**

BREEDER/SELLER

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I. PURCHASE PRICE AND DEPOSIT**

**Purchase Price**

The purchase price for your dog is $\_\_\_\_\_\_\_\_\_.\_\_\_\_. You will be required to make a Deposit in the amount set forth below.

**Payment Plan Options**

**OPTION PLAN A:**

This Payment Option allows Buyer to Place a Minimum $300.00 Deposit (Not including PayPal fees) and the remaining balance of $\_\_\_\_\_.\_\_\_ due within two weeks, but no later than the \_\_ day of \_\_\_\_\_\_\_\_\_\_, in 20\_\_.

**OPTION PLAN B:**

This Payment Option allows Buyer to place a Minimum $300.00 Deposit (Not including PayPal fees) and the remaining balance of $\_\_\_\_\_.\_\_\_ due no later than the \_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. Buyer shall make weekly payments of $\_\_\_\_\_.\_\_\_, with a final payment of $\_\_\_\_\_.\_\_\_ due on the date set forth herein. Total Number of weekly payments is \_\_\_\_.

**OPTION PLAN C:**

This Payment Option allows Buyer to place a Minimum $300.00 Deposit (Not including PayPal fees) and the remaining balance of payable in biweekly payments of $\_\_\_\_\_.\_\_\_ commencing on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, with a final payment of $\_\_\_\_\_.\_\_\_ due on the \_\_ day of \_\_\_\_\_\_\_\_\_\_, in 20\_\_\_\_. Total Number of biweekly payments are \_\_\_\_.

**Deposit**

A deposit in the amount of $\_\_\_\_\_.\_\_\_ shall be made by Buyer upon the execution of this Agreement by Buyer and Seller. The Remainder of the Purchase Price as set forth above is due before the puppy reaches 7 weeks old or as stated below. If BUYER changes their mind on the sale of this said dog or puppy, the Buyer forfeits said deposit. If Seller forfeits the sale of said puppy the BUYER will be given a choice between a pick of another puppy or a refund. If Buyer chooses another puppy the deposit paid for previous puppy may transfer over to the new puppy. When a transfer of previously made deposit is made for a puppy from a future litter, that deposit shall only be good for one (1) transfer and for no more than six (6) months after which the deposit shall be forfeited. Payment Plans are offered through PUHLS BASSET HOUNDS and if BUYER needs to be placed on a payment plan it is up to the Buyer to request one. If a payment plan is not requested than the total remaining balance is due within two weeks of placing the deposit. Payment Options are listed below.

UPON FULL PAYMENT of the sum of $\_\_\_\_\_\_.\_\_\_ paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog (the “DOG”) to Buyer.

**II. INFORMATION REGARDING DOG OR PUPPY**

NAME OF DOG: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| BREED: | COLOR: |
| DATE OF BIRTH: | GENDER: |

|  |
| --- |
| REGISTRATION # (if any): |

|  |  |
| --- | --- |
| SIRE NAME: | SIRE REGISTRATION # (if any): |
| DAM NAME: | DAM REGISTRATION # (if any): |
| BRED BY SELLER? | IF NO, NAME OF BREEDER:  DATE ACQUIRED: |

|  |
| --- |
| STATE OF HEALTH: |

**III. COVENANTS, CONDITIONS, WARRANTIES AND EXCLUSIONS**

1. Seller warrants that the Dog or Puppy is in good health at the time of sale and embodies the characteristics of the breed. This Dog or Puppy is purebred and is registerable (registered) with the American Kennel Club.
2. Your Dog or Puppy comes with a health guarantee that covers congenital health defects for a period of one year from the date of your purchase. This health guarantee is NOT VALID if you fail to meet any of our terms and conditions. You must notify us immediately if your puppy becomes sick, has a loss of appetite, or shows any other signs of distress for a period of thirty days from the date of your purchase. You have forty-eight (48) hours within which to have your puppy examined by a licensed veterinarian, as set forth below.
3. If your puppy is found to have any life threatening or genetic defects, you must notify us immediately and provide us with written veterinarian’s statement that includes the complete diagnosis of the puppy’s condition within forty-eight (48) hours of diagnosis. We reserve the right to have the diagnosis verified by our personal veterinarian or veterinarian of our choice and/or require you to have specific test run on the puppy to verify the diagnosis. If the puppy is replaced, it will be replaced with one of equal value as soon as one becomes available and only after the puppy and all papers have been returned (in satisfactory condition) to us in Taylors, South Carolina unless we determine a full/partial refund is more appropriate. You are responsible for providing all transportation and transportation related costs of the puppy or puppies.
4. Buyer SHALL NOT euthanize the Dog or Puppy without prior written approval from Seller or this guarantee is VOID. You understand that the following slight defects are not considered life threatening and therefore are not covered; hernias, undescended testicle, under and over bites, or any other minor non-life-threatening issue.
5. Buyer understands that the Dog or Puppy will only be replaced if health problems are life-threatening and are attributed solely to hereditary problem and can be proven are not due to accident or injury. In case of death, I understand that I must have a necropsy performed by a State Laboratory to determine the cause of death. Your puppy will be replaced, only if the death was caused by a covered genetic disorder. You also agree to show proof of your puppies spay or neuter and vaccinations at time of making a request for a replacement puppy. All vaccines must have been done on schedule and be up to date or this health guarantee is VOID.
6. The Dog or Puppy has been examined by a licensed veterinarian and has been signed off to be a healthy Dog or Puppy and Buyer has received a copy of such paperwork. Kennel Cough, Parvo, internal or external parasites, hernia, undescended testicles, under or overbite, injury, allergies, hypoglycemia, and any other communicable diseases are not covered after Buyer takes possession of the Dog or Puppy. Most of these are preventable through proper precautionary measures, good care and healthy diet. Failure to follow veterinarians recommended medical advice and/or treatment will void this guarantee. Seller is not responsible for any veterinarian bills unless previously agreed upon in writing. Seller does not guarantee the size, color, hair length, texture, temperament and/or house-training abilities of the Dog or Puppy. Seller does not sell Dogs or Puppies for breeding purposes and no refunds will be given for conditions that affect a Dog or Puppy’s ability to breed.
7. All veterinarian costs incurred by Buyer are the sole responsibility of Buyer and will under no circumstances be paid by the Seller. No replacement Dog or Puppy will be given if the Dog or Puppy has not been spayed or neutered or has been euthanized without Seller’s written permission.
8. It is further understood that no guarantee or representation has been made with respect to the Dog or Puppy except as set forth in writing in this agreement. By signing below, Buyer acknowledges it has read, understands, and agrees to all of the terms and conditions of this ONE YEAR HEALTH GUARANTEE. Seller guarantees the Dog or Puppy for one year from the birthdate against contagious puppy disease as long as the Buyer can show an up to date shot record from a licensed veterinarian.
9. Seller does not assume any liability for any injury to PUPPY after delivery.
10. Buyer agrees that the Dog or Puppy being purchased is for a companion animal [pet], and not for breeding purposes. Breeding the dog or Dam voids any warranty and understands Seller does NOT guarantee show quality of your Dog or Puppy.
11. Buyer agrees to have their Puppy spayed or neutered at the age of 12 months. Doing so can be life threatening or hinder the proper development of the Puppy. Failing to do so voids any Guarantee, unless Buyer receives breeding rights to the Puppy.
12. Microchipping for the Dog or Puppy is provided by Seller. Submission of forms and activation of microchip is Buyer’s responsibility. AKC Puppy Registration and AKC Reunite Microchip registration paperwork is required in order to purchase a puppy from our kennel. These papers must be submitted before the puppy reaches 6 months old or this contract is VOID.
13. Seller will make all flight arrangements and will send the Dog or Puppy at Seller’s earliest convenience unless other arrangements have been made between Seller and Buyer. I understand that shipping is an added fee.
14. Buyer agrees to pick up the PUPPY within 1 week after the puppy's 10-week birthday. After one (1) week Buyer agrees to pay the Seller $20 per day until puppy is picked up, unless Seller chooses to keep puppy longer.
15. Buyer agrees to have this puppy examined by a veterinarian within forty-eight (48) hours of delivery. Should Buyer’s veterinarian inform Buyer of serious health issues and or birth defects, and Seller’s veterinarian concurs with the diagnosis, Seller will only pay preauthorized vet bills. Replacement of the Dog or Puppy is an option, but only if mutually agreed to by Seller and Buyer, unless other arrangements are made between Seller and Buyer.
16. Buyer agrees to supply all supporting documentation and contact information to Seller in order for a refund request. This includes veterinarian records for puppy purchased and contact information of Buyer’s veterinarian, an up to date vaccination record showing vaccines were up to date and on schedule.
17. Buyer agrees that the Dog or Puppy will be treated as an integral part of Buyer’s family, will not be kept tied, chained or otherwise abused. The Dog or Puppy will not be shut away from family members and isolated from full socialization with its family. Further, this Dog or Puppy will not be housed in a damp, cold, unheated environment. The Dog or Puppy will not be beaten, starved, neglected, and/ or abused in any respect. Seller prefers that the Dog or Puppy be a part of the family and live with Buyer in Buyer’s home and not in a kennel. Buyer will write to or call the Seller periodically for the purpose of reporting on mental and physical development of the Dog or Puppy, as well as its accomplishments. Buyer agrees to maintain the puppy's health in good condition, and to provide yearly examinations, vaccinations, heartworm test, and any other usual procedures necessary to assure good health.
18. Buyer agrees that neither he/she nor the Buyer's estate/executors may sell the Dog or Puppy or transfer ownership without Seller’s knowledge and written consent. Buyer hereby agrees that if at any time the Buyer cannot take proper care of the puppy, Buyer must contact Seller and the Seller will have the first choice to either: (1) take the Dog or Puppy back or (b) assist Buyer in finding a suitable home for the Dog or Puppy. The Dog or Puppy will be returned with the AKC papers and any medical records. Under NO CIRCUMSTANCES is the Dog or Puppy to be placed in a pet shop, animal shelter, or similar establishment. Buyer agrees to notify the Seller of any changes of address during the Dog or Puppy’s lifetime.

1. There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise and feeding schedule, as recommended by the Buyer’s veterinarian.Seller can offer no further guarantees once the care of the puppy is no longer under its control.
2. Buyer shall provide a suitable fenced area for this puppy.
3. No puppy will be released before the age of 8 weeks of age. There will be NO exceptions.
4. Deposits are nonrefundable. The cost of the puppy and shipping is only refundable if death of the puppy occurs with us. (If something happens to selected Dog or Puppy, before delivery, Buyer can choose to get a different Dog or Puppy as soon as it is available). The Remaining balance will be due 1 week before delivery date or at 7 weeks old whichever is sooner. Payments will be accepted in the form of cash or PayPal ONLY. All PayPal Payments sent will include a 3% PayPal Fee. Purchase price does not include the shipping of the Dog or Puppy.
5. **Seller neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between Seller and Buyer with respect to this sale. By purchasing a Dog or Puppy from Seller indicates that Buyer has read, agrees and does understand all the conditions of the Sales Agreement and Contract of Sale. If any of the above terms have not been met by Buyer this contract is considered void.**

**IV. REMEDIES AND CHOICE OF LAW**

**Liquidated Damages**

Buyer acknowledges that if he/she breaches any of the covenants set forth in this Agreement including, but not limited to subparagraphs III (d), (j), (q), and (r), Seller has no way of estimating its damages. Therefore, Buyer agrees that he/she shall, upon demand, pay to Seller the amount of $3,000.00 as liquidated damages.

**Choice of Law and Venue**

Buyer and Seller agree that South Carolina law shall govern any dispute arising between them arising under or related to this Agreement, and the venue for resolving any such dispute shall be in a state court in Greenville County, South Carolina.

**Waiver of Right to Jury Trial**

Buyer and Seller hereby irrevocably waive their right to trial by jury of any and all issues arising under or related to this Agreement.

**Attorneys’ Fees and Court Costs**

In the event Buyer is in breach of any of the covenants and conditions contained herein, and Seller is required to enforce its rights in a court of law, Buyer shall be responsible for Seller’s reasonable attorneys’ fees and court costs.

**Complete Agreement**

Buyer and Seller hereby agree that this Agreement constitutes the complete and entire expression of the agreement of the parties. This Agreement supersedes any and all prior or contemporaneous agreement, whether written or oral.

**Modification**

This Agreement may not be altered or modified except by a written agreement signed by both Buyer and Seller.

**THE PARTIES ACCEPT AND AGREE TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS GOVERNING THE PURCHASE SALE OF THE PUPPY OR DOG.**

**NAME OF BUYER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME OF SELLER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**