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Puppy Sale Agreement

This Agreement is entered into between Amazing Sheepies (referred to as "Seller") and Bennett Sady (referred to as "Buyer")

Buyers Name: _____

Address: _____

Phone: _____ **E-mail:** _____

Sire: _____ **Dam:** _____ **Breed:** _____

DOB: _____ **Sex:** _____ **Puppy Name:** _____ **Color:** _____

Purchase Price: _____ **Deposit:** \$300

Holding Agreement: A \$300 holding deposit is required to hold your puppy. The Seller assigns the Buyer the guarantee that the dog will not be sold to any party other than the Buyer as long as the Buyer takes possession of the puppy by a date agreed by the Seller. The \$300.00 deposit is non-refundable, and will be applied to the purchase price of the dog when the Buyer assumes physical possession of the assigned dog. You may pay your deposit via PayPal, Zelle or Venmo. Remainder of the puppy/dog price needs to be paid in full with cash or Cashier's Check before puppy/dog are released to their new homes.

On this day _____, the previously described Dog is being sold to: _____, under this agreement.

Buyer Agrees:

1. The Buyer must take the puppy to a licensed veterinarian for a well-puppy check within 72 hours of possession. If the veterinarian diagnoses the puppy with any untreatable illness, a replacement puppy (from the next available comparable litter), will be given with the return of the first puppy (at Buyer's expense). The original Buyer must own the puppy.
2. Buyer agrees to continue all proper veterinarian care, including regular exams and appropriate vaccinations, treatment for parasites, and proper diet.
3. Buyer agrees to have puppy spayed or neutered after puppy is at least 6 months and

before 24 months of age.

4. Puppy is never to be chained or tied.

5. Puppy is being purchased as a pet only and not for resale or breeding purposes.

6. The Buyer agrees that if at ANY time in this puppy's life, the Buyer is unable to keep him/her, that the puppy is returned to the Seller or lets Seller know first that they are unable to keep it. Under NO CIRCUMSTANCES shall this puppy be placed into a shelter, a pet store, placed with a rescue organization or foster care. The Seller will take the puppy back or help find him/her a new home at any time during its life.

7. Should Buyer have any issues, Buyer agrees to address the matter in an entirely private manner with Seller. Specifically, Buyer agrees not to make any derogatory comments on any blog, website, social media site or group or any other internet posting.

8. Under no circumstances should this puppy be used for breeding without permission from the Seller. Buyer certifies, by signing this Agreement that he/she is not acting as an agent in this purchase; that Buyer will not resell this puppy to a puppy mill, commercial breeder, pet store, or medical research facility. Severe penalties including, but not limited to \$25,000 plus attorney fees apply if one of the Seller's puppies is ever used for breeding without our permission OR if the Buyer misrepresents themselves to us OR acts in a fraudulent manner in bad faith to the Seller. The pictures which Seller emails to Buyer are the property of the Seller. Buyer does not have permission to alter these photos in any way, not does Buyer have permission to attempt to resell any puppy acquired from Seller using any of these pictures. Using any of Sellers photos without Seller's permission will void this guarantee.

9. Buyer agrees that Seller is not responsible for the actions or safety of this dog once it leaves the Seller's possession. Seller is not liable for any costs that result from such actions. All provisions of this contract are designed to safeguard the dog, and/or the community, as such; violation of any provision will cause damage to Seller's reputation. Failure to comply with any provision will result in the return of the dog to the Seller at the Buyer's expense. Seller neither makes nor implies any warranties, guarantees, express or implied, other than those written in the Agreement including, without limitation, the warranties of merchantability and fitness for a particular purpose.

Buyer's Initials _____.

Breeder/Seller Agrees:

1. That the buyer is purchasing a dog bred from purebred AKC parents (Old English Sheepdog and Standard Poodle), and breeder is prepared to show proof of registration.

2. Breeder/Seller guarantees that the puppy has been seen by a licensed veterinarian and has received age appropriate vaccinations, exam, and worming products.

3. If the life of the puppy is found to have a life threatening congenital defect (existing at birth) during the first 24 month of his/her life, owner will notify breeder and provide a written statement from a licensed veterinarian describing puppy's condition and shall return the puppy to the breeder within three days of discovery (at owner's expense).

Breeder will replace the puppy from next available litter.

Breeder/Seller will not refund money in whole or part for any. No cash refunds will be made under any circumstances. If a replacement is offered and refused, then we have fulfilled our obligation. Any replacement of a puppy is on a one time basis. Prior to the replacement of a puppy, Seller will need documentation of all tests, X-rays, and medications given by your vet. Seller will also need your vet's phone number in case questions arise. After receiving the aforementioned information, it will be given to our vet to review. No dog/puppy will be replaced without written documentation. Before any treatments are performed on a dog/puppy found to have genetic defects, Buyer shall contact/notify Seller. SELLER IS NOT RESPONSIBLE FOR ANY OF THE BUYER'S VET BILLS.

5. Breeder/Seller is not responsible if puppy contracts communicable diseases after leaving the breeder.

6. Breeder/Seller is never at any time responsible for veterinarian bills.

7. Breeder guarantees puppy against congenital defects causing death until the age of two year.

8. If puppy is found to have a congenital defect that is life threatening, owner must provide a statement from a licensed veterinarian. Puppy will be returned to seller at owner's expense, then the puppy will be replaced with a puppy from the first available litter.

9. In the event that your puppy develops mild or sever hip or elbow dysplasia (within the first year) and is unsuitable as a pet, Breeder/Seller will replace the puppy. The replacement puppy will satisfy the health contract. Owner will be asked to provide a written statement from a licensed specialist in this field and x-rays must accompany the written statement. Breeder reserves the right to have x-rays reviewed by our veterinarian. If a new puppy is provided to the owner due to congenital defect including hip and elbow dysplasia, breeder will ship the puppy to the owner at breeder's expense.

This guaranty is not transferable. The Breeder will not accept any returns of puppy/dog for any monetary refund including but not limited to allergy, landlord/tenant, family problems or buyer's remorse. However, the breeder can assist in rehoming the puppy/dog.

This document constitutes the entire Agreement between the Seller and Buyer with respect to this sale. BUYER'S SIGNATURE BELLOW INDICATES THAT HE/SHE HAS READ, AGREES TO AND DOES UNDERSTAND ALL THE CONDITIONS OF THIS SALES AGREEMENT AND CONTRACT OF SALE.

I acknowledge that this is a legal and binding contract and have reviewed and agree to the terms listed above. Failure to follow the above contract completely will result in "A Breach of Contract" and shall make this contract null and void. This contract applies only to the original Buyer and is NOT transferrable. Any court costs and attorney fees necessary to enforce this contract shall be paid by Buyer in the State of Texas and the Laws of the State of Texas, Country of the United States of America will govern the interpretation of this Agreement. Buyer hereby submits to the nonexclusive jurisdiction of the State and Federal Courts of Texas. Venue shall be Harris County, Texas.

THE BUYER AND SELLER HAVE THOROUGHLY READ AND UNDERSTAND AND

AGREE TO ABIDE BY THIS CONTRACT

Buyer's Name: _____ Signature: _____ Date: _____

Amazing Sheepies: **Iliana Cantavella** Signature: _____ Date: _____