

Sales Contract Agreement for Puppy

IN CONSIDERATION of the agreed upon sum which shall be received by Alyse Honnold, hereto referred to as "Seller", from _____, located at _____ (Buyer Home Address) hereto referred to as "Buyer", Seller shall grant, sell, convey and transfer the following dog referred to now as "Puppy" on the agreed upon date of transfer on the condition that the following *total* is paid in full prior to Puppy being physically transferred.

PUPPY BEING TRANSFERRED:

Breed of Puppy: Rhodesian Ridgeback	Color of Puppy:		
Puppy's Date of Birth: 4-9-22	Sex of Puppy: <input type="checkbox"/> Male <input type="checkbox"/> Female		
Puppy's Name: ALYSIUM'S			
Sire Name #: ALYSIUM AZLAN UKC #P926-364			
Dam Name #: ALYSIUM ARIA UKC #P959-941			
Purchase Price: \$2500		Shipping: \$	Total: \$

SELLER RESPONSIBILITIES: :

Total Received in full by Seller: _____ **Date:** _____

Upon payment in full as set forth above, Seller shall take all legal actions necessary to officially transfer sole ownership of the above Puppy to Buyer. Seller warrants that Seller is the legal and true owner of the Puppy and has the unqualified right to sell the Puppy. The Puppy is sold free and clear of any lien, security interest, mortgage or other encumbrance. Having made reasonable enquiries of the Buyer, Seller in good faith believes that the Buyer is able to meet the Puppy's future health and welfare needs, and hereby relinquishes sole ownership and all the duties and responsibilities thereof to Buyer. **Seller, at the time of transfer, will provide the Puppy's health record, worming chart, vaccination schedule, and feeding requirements.**

BUYER RESPONSIBILITIES:

Buyer is physically and financially responsible for the Puppy's care, welfare, and expenses upon transfer. Buyer agrees to provide a safe environment, good nutrition, training, age appropriate socialization activities, handling, shelter, exercise, vaccinations, and heartworm prevention for the extent of the Puppy's life.

Buyer agrees not to over exercise the puppy, this includes excessive repeated jumping motions. Puppy should never jump above wrist height (when younger than 6 months), and 6-18 months should not jump above elbow height. Puppies should not be walked for more than 5 consecutive minutes per month of age.

Buyer must update Seller of a change of address or phone number within 14 days of the change.

Buyer shall complete the provided vaccination schedule, and see that Puppy is not allowed on the ground in areas where other dogs frequent such as parks, puppy play areas, pet stores, veterinary clinic floors, road stops, communal potty areas (including those at apartments or condos), etc. until completion of their booster vaccinations, to prevent exposure to communicable disease which can cause extreme harm or death to a young puppy.

Buyer must register puppy's microchip before the puppy leaves Alysium Ridgebacks, and Seller is to be listed as an emergency contact on the puppy's microchip for the entirety of its life. If at any point Seller is contacted by the puppy's microchip company, they shall contact Buyer by phone and email, making record of all attempts to contact Buyer before taking any action to keep the puppy out of a shelter. Buyer must activate the 30 day free Trupanion Pet Insurance before taking possession of the puppy.

FUTURE OWNERSHIP RELINQUISHMENT:

If at any point once transferred, the Buyer is no longer able or willing to provide a home for the Puppy or otherwise meet the Puppy's health and welfare needs, it is the Buyer's responsibility to first contact the Seller before making any arrangements for rehoming the puppy. The Buyer must never surrender the Puppy to an animal shelter, rescue organization, medical testing facility, or any other place or to any individual which would render the Puppy homeless or cause harm to the Puppy. If surrendered to another agency/rescue Buyer will be held responsible for any fees incurred by Alysium Ridgebacks to recover the puppy. Buyer agrees to give first rights of the puppy back to Alysium Ridgebacks. The Buyer may request in writing permission from the Seller if they prefer to transfer ownership to a

close friend or family member. Permission may be withheld if the new owner is unable to meet the puppy's health and welfare needs at the sole discretion of the Seller. If permission is granted by the Seller, the Buyer must provide the future new owner with an agreement in writing from the Seller detailing the future care of the Puppy, granting first right of the puppy to Alysium Ridgebacks in any case in which the new owner becomes unable to provide a suitable home for the puppy. If puppy is returned to the Seller, Buyer must sign all paperwork provided by the Seller to transfer ownership back to Seller, the Puppy shall be returned to Seller at Buyer's expense including any shipping and travel fees, Buyer's ownership will then be terminated, and the re-homing process will be conducted at Seller's discretion. Seller will travel up to 250 miles to pick up the puppy without the Buyer inquiring any shipping fees. The Buyer acknowledges that this agreement signifies a commitment to providing a lifetime home for the Puppy and return of the Puppy to Seller at any point once transferred (other than the below specified warranty/guarantee periods) will NOT include a refund or reimbursement of any amount including the deposit amount, purchase price, shipping fees, or any fees or bills incurred while the Puppy is/was in the Buyer's possession. Seller is not responsible for any physical or mental stress placed on the Buyer or any other entity by purchasing or returning the Puppy.

Buyer agrees to send at least one photo update each year on or before their birthdate.

WARRANTY:

Seller states that to the best of their knowledge the Puppy has never been exposed to communicable disease and is free from communicable disease and congenital and genetic defects at the time of transfer. Seller guarantees Puppy to be free from canine parvo virus and canine distemper at the time of transfer and for 48 hours from the time of transfer due to these communicable diseases being potentially deadly to puppies. If the Puppy is found and confirmed by two separate licensed veterinary exams from two separate, unrelated veterinary clinics to have a communicable disease as defined, Buyer may submit a written refund request via email and text message for a full refund of the above purchase price within 48 hours from transfer if both veterinarians/clinics confirm the same diagnosis. Seller is not responsible for communicable disease diagnoses made after 48 hours of transfer due to the short incubation period of these illnesses in puppies.

If the Puppy is believed to have died due to a communicable disease as defined above within the first 48 hours of transfer before an exam or confirmation diagnosis is completed and the Buyer wishes to submit a written refund request to Seller via email, a necropsy must be performed at Buyer's expense through a licensed laboratory agreed upon by the Seller with results stating the cause of death to be one of the stated communicable diseases. *This is to rule out accidents and environmental causes that are out of the Seller's hands once the Puppy has been transferred.*

Warranty Period Terms and Conditions of Refund:

- Buyer must contact Seller via email (to alysium.co@gmail.com) within the above warranty period and provide scanned veterinary records and all information pertaining to the findings including the date and findings of all examinations, veterinarian clinic information (name of clinic, clinic address, clinic phone number), and name of licensed veterinarians who provided any services to verify provided information, granting access for the clinic to relay information to Seller.
- Buyer must sign a waiver of claims and any/all paperwork provided by the Seller prior to receiving a refund.
- Seller has the right and choice to require return of the Puppy at Buyer's expense (including shipping/travel expenses) within one week of the findings prior to receiving refund. Seller assumes no responsibility for any travel expenses for Puppy or Buyer. If this occurs, any registration papers or registration certificates (if applicable) must be provided to Seller, and ownership and registration must be signed back over to Seller prior to refund.
- If all of these terms are not met and/or paperwork and information is not provided proving all claims, no refunds will be made.

HEALTH GUARANTEE:

This Puppy is sold with an 18 month health guarantee from the Puppy's whelping date against the genetic abnormalities described below, autoimmune thyroiditis, severe hip dysplasia, congenital dermoid sinus cysts requiring surgery, juvenile epilepsy, and DM. If within 18 months of the Puppy's birth date the Puppy is found to have one of these stated genetic illnesses, Seller will offer the following remedies with the terms and conditions described below:

Buyer must provide all paperwork and written and signed by Veterinarian that proves examination results and quality of life statement along with abnormal results statement certificate. If this occurs, Buyer will receive refund of one-half of the purchase price of the Puppy within 1 week of the Seller's next litter leaving for new homes OR a replacement puppy when the subsequent Terms and Conditions are met. If the Buyer want's a replacement puppy, the Buyer is solely responsible for the cost to return of the puppy with the qualifying genetic abnormality and the shipping of the replacement puppy if applicable.

Autoimmune Thyroiditis - A claim of autoimmune thyroiditis must be verified by OFA evaluation from an approved laboratory or report from board certified endocrinologist or pathologist and show a result of "positive autoimmune thyroiditis", "positive compensative autoimmune thyroiditis", or "idiopathically reduced thyroid function". The results of this unbiased diagnosis will be considered final. The results must be able to be verified using provided paperwork from Buyer. If this occurs, Buyer will receive refund of one-half of the purchase price of the Puppy within 1 week of the Seller's next litter leaving for new homes when the subsequent Terms and Conditions are met.

Hip Dysplasia - A claim of hip dysplasia must be due to genetic factors (not due to an accident) and must be certified by letter and radiographs submitted in support from a licensed veterinarian to the OFA (Orthopedic Foundation for Animals) for a certified evaluation at Buyer's expense and show a result of "Severe Hip Dysplasia". The OFA grades the radiographs according to their own standards and their unbiased diagnosis will be considered final. If the results show a result of "Severe Hip Dysplasia", Buyer will receive refund of one-half of the purchase price of the Puppy within 1 week of the Seller's next litter leaving for new homes when the subsequent Terms and Conditions are met.

Dermoid Sinus - A claim of a found dermoid sinus cyst must be diagnosed by a licensed veterinarian and confirmed by a second licensed veterinarian from a different clinic as a dermoid sinus cyst which *will require surgery to correct*. If this occurs, Buyer will receive refund of one-half of the purchase price of the Puppy within 1week of the Seller's next litter leaving for new homes when the subsequent Terms and Conditions are met. Buyer must provide proof of the removal of the dermoid sinus before refund is received.

Health Guarantee Terms and Conditions of Refund:

- Buyer must contact Seller via email (alysium.co@gmail.com) within the 18-month guarantee period *and* within one week of the exam results and provide scanned veterinary records and all information pertaining to the findings including the date and findings of all examinations (this includes any official OFA and Veterinary results). Buyer must provide all veterinarian clinic information (name of clinic, clinic address, clinic phone number) and name of licensed veterinarian who provided any services to easily verify provided information.
- Buyer must have the dog spayed/neutered at their own expense prior to Seller issuing refund due to the possible genetic factors of the illness.
- Pertaining to dermoid sinus, Puppy must have the surgery performed to correct the sinus prior to receiving refund and must provide verifiable information to Seller proving the completed surgery, or Buyer and Seller must agree euthanasia is necessary in support from licensed veterinarian.
- Buyer must sign a waiver of claims and all paperwork provided by the Seller prior to receiving a refund.
- Refunds are offered on the condition that the Seller is still breeding Rhodesian Ridgebacks at the time any claims are made.
- **If all of these terms are not met and/or paperwork and information is not provided proving all claims, no refunds will be made.**

Any refunds for warranty period and health guarantee period are based on original purchase price and do not include any shipping fees, taxes, veterinary charges, or other fees or bills incurred beginning on the stated transfer date. All fees and incurred veterinary bills beginning the date of transfer are the sole responsibility of the Buyer.

Euthanizing the Puppy for any reason without written permission from the Seller instantly voids this agreement, and in this case no refunds will be issued for any reason.

REGISTRATION CONFORMATION and BREEDING RIGHTS:

This Puppy was bred only as a companion animal regardless of registration type and shall NOT be bred.

Buyer agrees to have Puppy spayed/neutered by the age of 24 months and may not be spayed/neutered before the age of 14 months and Bitches must complete one full heat cycle, regardless of age before being spayed. Buyer agrees to provide seller with proof of spay/neuter. If for any reason a female puppy becomes pregnant before you plan to have her altered, she must be spayed immediately.

This puppy comes with a microchip, and the Buyer is required to register the microchip before the puppy goes home listing Sellers phone number (509-844-3523) as backup. Upon completion of this contract, you will be provided with microchip registration details.

Purchase of this Puppy includes UKC Registration. Your puppy comes pre registered with the UKC. When the litter was registered, a "registered name" was given to your puppy. This name is for registration purposes and does not affect the call name you choose for your puppy. You will be given the puppies UKC Easy Entry Card when you take them home, and you will receive the Permanent Registration Certificate and official 3-generation pedigree within one week of providing proof of puppies spay/neuter. You will also be provided with a copy of the permanent registration and pedigree at go home.

FITNESS OF PURPOSE:

By purchasing the Puppy from Seller, Buyer agrees that this Puppy shall be accepted as is for a companion pet. Seller does NOT provide any warranty or guarantee made now or towards the future either expressly or impliedly regarding merchantability as to the Puppy's fitness for any specific or contemplated purpose, including obedience trials, show ring performance, working ability, and/or breeding purposes.

RELEASE:

Buyer releases Seller from any and all liability, costs, or damages caused by the Puppy, including but not limited to damage to or destruction of property and/or injury to any person at any point once Buyer and Seller initial the acknowledgment of puppy pickup.

BREACH OF CONTRACT:

If Buyer should be unwilling or becomes unable to fulfill any of the above provisions, the Buyer agrees to return the Puppy and registration certificate with appropriate signatures to the Seller at the Seller's request.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the United States in the State of Washington in Spokane County. Should legal disputes arise, they will be handled in said state/county and all legal fees are the responsibility of the plaintiff.

EFFECTIVE DATE:

This contract is binding only between the original Buyer and Seller as signed and is non-transferrable to a new owner, without the written permission of both parties.

IN WITNESS WHEREOF, and in consideration of the deposit amount paid, Seller has executed and delivered this agreement this ___ day of _____, 2022.

By signing and initialing this agreement, both Buyer and Seller state that they have read all pages in full and are in complete agreement with the terms stated.

This agreement shall be binding and deemed effective on the below stated date of the physical transfer of the Puppy.

Puppy has been picked up this ___ day of _____ 202 at the time of _____. Int: _____ (buyer)

Int: _____ (Seller)

Alyse Honnold
(Printed Name of Seller)

(Printed Name of Buyer)

(Signature of Seller)

(Signature of Buyer) Date: _____