

# Yuppy Puppy Havanese

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\_\_\_\_\_, referred to as "Buyer" and Janet Birdsall, referred to as "Seller" voluntarily enters into and agrees to all terms delineated in this contract as witnessed by their signatures below.

## Non-Show/Breed Terms:

Buyer understands that Havanese,

sex: \_\_\_\_\_ color: \_\_\_\_\_

having the registered name \_\_\_\_\_ Call Name: \_\_\_\_\_

DOB: \_\_\_\_\_

SIRE \_\_\_\_\_

DAM \_\_\_\_\_

Herein after referred to as "Puppy" has been sold for \_\_\_\_\_ to Buyer by Seller as "Non-Breed/show puppy", Non-Breed/show prospect shall be understood to mean that this puppy will have limited AKC registration and must be neutered/spayed by the age of 10 months. Failure to spay/neuter puppy by the age of 10 months will void the health guarantee.

If the Buyer fails to adhere to these terms and attempts to Breed Dog there will be a fine of \$5,000.00 per puppy produced with each event. Any puppy's produced from breeding of this dog are not eligible for registration with the AKC. Buyer will be subject to court costs and legal fees.

## HEALTH GUARANTEE

I Seller guarantees that Puppy is in good health and has received appropriate medical inoculations and care including distemper & parvo inoculations and worming. Seller will provide Buyer with a Health Certificate detailing treatment Puppy has received under Seller's care.

II. Seller guarantees that Puppy is free of life threatening conditions for 72 hours after delivery to Buyer. Seller recommends a thorough vet exam within this time frame. Should a serious condition be found during the vet examination and attested to in writing by the buyer's veterinarian, Seller will provide a replacement puppy as soon as such a puppy is available, (Providing a communicable disease is not present that would endanger another puppy) or refund 100% of purchase price. In this case, the Buyer must return the pup to the Seller immediately. All cost incurred to return the puppy and receive the replacement puppy will be paid for by the buyer. Buyer assumes full responsibility for the canine's health after 72 hours.

III. Seller guarantees that for a period of 5 years from the date of birth, should puppy develop any genetic abnormality, that would **significantly shorten the lifespan or severely diminish the quality of life** of the Puppy, attested to in writing to Seller by Buyer's veterinarian, and canine specialist, and/or seller's choice of 2nd opinion veterinarian, the seller will provide Buyer with a replacement puppy as soon as such a puppy is available (providing a communicable disease is not present that would endanger another puppy) or return the full purchase price of the puppy. In this case, the Buyer must return the pup to the Seller at the Buyer's expense or make satisfactory arrangements with the Seller. If the Buyer, does not wish to have a replacement puppy, The buyer must provide appropriate medical care to the Puppy at Buyers expense and maintain custody of the Puppy.... The seller will pay up to 25% of the purchase price toward medical expenses.

The Seller does not guarantee against any health issues that occur and do not threaten the health of well being of the puppy ( hypoglycemia, bad bites, umbilical hernias, allergies, undescended testicles, luxating patella from trauma, genetic luxating patella - grade 2 or below, cherry eye, distichia, Juvenile cataracts, etc .... ) as they do not diminish the quality of the dog's life. Coccidia, Giardia, Stress Induced Diarrhea, Pneumonia or Upper Respiratory Infections are not covered by this guarantee as they are usually stress

induced and easily treated. The Havanese Club of America advises that Havanese are sensitive to the Leptosporosis and Corona vaccine, and in several cases reactions have been fatal to puppy's and dogs. The Havanese Club of America Vaccine Guidelines recommend that the Leptosporosis Vaccine not be administered to Havanese. The Seller shall be released from any and all liability related to vaccine reactions, illness or fatality caused by the administration of the Leptosporosis or Corona vaccine. Administration of this vaccine to your puppy/dog voids your guarantee.

IV. If the puppy / dog dies within five (5) year of birthdate the buyer is responsible to have a Necropsy performed to verify the cause of death. If cause of death is determined to be a genetic or congenital defect, Seller will refund the purchase price of the puppy or provide a replacement puppy, as soon as one is available. (Not to include travel expenses relating to first puppy or replacement puppy)

V. Buyer agrees to provide appropriate veterinarian treatment to puppy, including appropriate inoculations, parasite treatment, and heartworm treatment as recommended by buyers vet. Buyer also agrees to feed a high quality food to this puppy.

Seller strongly recommends Canine Insurance on your puppy.

### **TEMPERAMENT**

I. Seller strongly recommends that Buyer attend obedience classes with Puppy and provide proper socialization opportunities for Puppy.

II. Seller shall not be held responsible for acts of Puppy that are due to Buyers negligence.

### **GENERAL**

I. It is agreed by the buyer that the above mentioned dog, or puppies produced by the above dog, will not be sold or given to any owner, employee, agent, or individual connected with a pet store or wholesaler of dogs. In the event that the buyer is responsible for the sale or gift of any of these dogs to the above mentioned organizations, the breeder shall have recourse in the courts for damages to their names and reputation in the financial sum of \$10,000.00.

**II. Seller maintains right of first refusal. If at any time the buyer is unable to keep the above dog, the buyer agrees to return the dog to the seller and immediately give the AKC papers to the seller.** If the buyer, for whatever reason, does not give seller the right of first refusal, The buyer realizes they will be fined \$10,000 for failure to do so, and then seller has the right to repossess the dog from its new owners and seek recourse in the court of law.

III. Buyer understand that Seller will remain on AKC registration papers as co-owner until the spay/neuter clause is fulfilled and proof is submitted to seller. At that time the AKC Limited Registration papers will be given to the buyer as sole owner of the above Havanese.

IV. Buyer agrees to keep in contact with the seller at least once a year with pictures and information. Buyer also agrees to notify seller immediately with any change of address, phone number, email address or living situation.

V. Should it be found that any information on the application or in the interview process is false or misleading, or a lie by omission, Seller has the right to consider the contract null and void, and Seller will have the right to repossess the puppy.

VI. Refund Policy:

If puppy is returned within 14 days, Buyer will receive a full refund, minus \$500.00, and any travel expenses incurred to get puppy back to seller.

If puppy is returned between 15-30 days, Buyer will receive a refund of 50% of purchase price, minus any travel expenses incurred to get puppy back to seller.

After 30 days, No refund will be issued and travel expenses still remain the responsibility of the buyer.

Seller has the option to verify its health with seller's vet, prior to issuing refund. Refund will be made within 30 days of return of puppy.

Travel Expenses are not refundable.

VII. Should Buyer choose to break any of the covenants of this Agreement, the remainder of the Agreement will be considered null and void, and Seller will have the right to repossess the puppy.

VIII. Buyer understands they are waiving their rights under the Florida Lemon Law and replacing them with this contract.

IX. Buyer and Seller agree that this Agreement will be governed by the laws of the State of Florida and may not be altered, modified or rescinded unless agreed to in writing by Buyer and Seller.

X. *Attorneys' Fees.* The prevailing party shall have the right to collect from the other party/parties its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

XI. Rights under this Agreement are not transferable to any other person. This Agreement is made under Florida law, and any dispute will be heard in Florida courts. This Agreement constitutes the entire agreement between the parties, and any changes or amendments must be made in writing signed by all parties.

The undersigned agree to uphold all covenants of this Agreement on this \_\_\_\_ of \_\_\_\_\_, 202\_\_.

Buyer(print)\_\_\_\_\_

Seller \_\_\_\_\_

Buyer (Sign)\_\_\_\_\_

Address\_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_