

## Southeast Texas Yorkies Contract

### New Puppy Description Field:

*Southeast Texas Yorkies* shall hereinafter be referred to as the "Breeder." The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the "Buyer."

#### I. Deposit and Waiting List Limitations:

Breeder insures production of a puppy within 6 months of contract signature date. Upon signing of this contract, buyer understands that the deposit noted above is refundable only in the case that a puppy is not produced within the 6 month time period. The price and specifics as to sex will be determined prior to deposit being made and included in this agreement (see attachment for specifics). If a puppy is not produced within a six month time period or no puppy of the sex or specifics agreed upon by the buyer and breeder, buyer will receive a **full refund, including deposit**. If a puppy is produced which fulfills the specifications of the buyer, and the buyer refuses the said puppy or is unable to purchase the puppy for any reason, a refund of any payments made less the administrative fee will be made within 10 business days. An administrative fee of \$200.00 shall be retained by the Breeder should the Buyer decide to cancel anytime prior to shipping / Pick up. This fee is to reimburse the Breeder for out-of-pocket expenses and overhead costs associated with the transaction. **Deposits paid on available puppies (non-waiting list) are NONREFUNDABLE regardless of the circumstances. Any payments made beyond the initial deposit will be fully refunded. Please do send payments until a signed contract is on file.**

#### II. Alteration Agreement / Registration Paperwork:

Most puppies sold are altered prior to placement and his / her individual paperwork is included in the puppy kit. However, if the buyer requests to have his/her veterinarian complete the spay / neuter surgery, registration paperwork will not be surrendered until alteration is complete. Registration paperwork must be requested in writing along with written confirmation from a licensed veterinarian. **Puppies not altered by 1 yr of age will be returned to Southeast Texas Yorkies at the buyer's expense, unless otherwise agreed in writing.** No refunds will be given and puppy will become the property of Southeast Texas Yorkies. The buyer will no longer have any right of ownership to said puppy. If paperwork has not been requested by eight (8) months of age, no paperwork will be issued. Unfortunately, we cannot keep paperwork perpetually. Images are scanned and filed, while originals are destroyed.

Signature \_\_\_\_\_

### III. Breeder / Buyer Responsibilities:

Upon delivery, the Buyer must have the puppy examined by a licensed veterinarian within two (2) days of receipt of the puppy excluding Sunday and holidays. The Breeder must be informed immediately of the examination's result by e-mail. Failure to comply will render this guarantee void.

All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.

The Breeder is solely responsible for supplying the registration papers once the buyer provides documentation of alteration by a duly licensed veterinarian. Again, all dogs must be altered by 1 year of age unless otherwise noted. Registration papers for all registered puppies will be sent by regular mail within ten business days of documentation receipt. Dogs not altered by 1 yr will be surrendered to Southeast Texas Yorkies and no refund given. **We are very serious about the need to spay and neuter all puppies sold for pets.** Exceptions will be noted in writing only.

The Breeder makes every effort to provide accurate and up-to-date information on the website and internet ads. This information includes, but is not limited to, gender, color, date of birth, weight, parent's weight and registration. The Breeder relies on personnel to accurately post information and is not responsible for typographical or photographic errors.

Puppies are available for pick up or shipping by week 15; but occasionally a puppy may need additional time with the Breeder before pick up / shipping. The final determination of the shipping / pick up date for the puppy is made by the Breeder and the Breeder's veterinarian, with the health of the puppy being the overriding factor. The Buyer is responsible for all transportation costs to and from the Breeder unless otherwise noted in writing.

Transportation of the puppy is arranged through Continental Airlines. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss. **Once a puppy is placed in the care of a third party carrier, shipping agent, or any agent designated by the Buyer for transport, Breeder is not liable directly or indirectly for any illness, death, or financial loss unless the condition is covered in section V. It is best to personally pick up the puppy.**

Signature \_\_\_\_\_

#### IV. Microchips, Resell Restrictions, and Returns:

The Breeder will always assist in placing a puppy that is not working out, as we want all of our puppies to have the perfect home and our buyers to recoup at least a portion of their expenses. However, if a buyer must return a puppy for any reason, it will be on a surrender basis only until puppy is resold if possible. A portion of the resale amount less any expenses incurred by the breeder will be refunded to the buyer at the sole discretion of the Breeder. **Puppy is not to be resold, given away, or surrendered to any shelter / rescue without express written permission from Breeder. Puppies given away, resold, or surrendered are subject to repossession immediately upon notification of change of ownership.** Again, our goal is to insure the safety of our puppies and take responsibility for each puppy sold. All microchips must be activated and active at all times. However, due to many reasons, we must emphasize the following: The Breeder will not refund buyers due to but not limited to **allergy, Landlord/Tenant, marital disputes, relocation, or adjustment problems.**

#### V. Guarantee:

The Breeder warrants the dog against life threatening congenital defects for a period of two years. A refund or replacement of the puppy will be given upon receiving complete health report from veterinarian. The dog must be in kept in good physical condition. In the unlikely event said puppy is found to have a congenital defect **considered life-threatening**, a statement from a mutually agreed upon licensed Doctor of Veterinary Medicine confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to a second opinion of Breeder's choosing to determine the congenital defect. If this guarantee is exercised and a replacement puppy is given, the original puppy must be returned to the Breeder. All shipping costs associated with the return of a puppy due to this limitation are paid by the Breeder; however shipping cost incurred for the new puppy will be the responsibility of the buyer.

If the buyer chooses to keep said puppy, the Breeder will contribute one half of the total veterinarian costs not to exceed the puppy's original purchase price less the deposit and shipping. Original invoices must be provided. No replacement or refund will be given if alteration does not occur by 12 months of age. All laboratory verification must be done by a licensed Doctor of Veterinarian Medicine. No replacement or contributions will be made if said puppy's microchip number fails to match our records.

Failure of the Buyer to provide puppy with scheduled inoculations or regular veterinary care will void this guarantee. Guarantee does not cover Veterinarian costs unless approved in writing by the Breeder and only after the condition has been confirmed as life threatening. This guarantee does not cover any of the following conditions and is limited only to defects largely considered life-threatening by the veterinarian community: intestinal parasites (ie Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms, or

Signature \_\_\_\_\_

Heart Worms) Kennel Cough, Skin and Ear Mites, flea / tick infestation, Cherry Eye, Allergies, and Inguinal, Perineal, or Diaphragmatic Herniation, Heart Murmur grades I, Tracheal Collapse, Hypoglycemia, or Patella Luxation grades I or II. With regard to **Portosystemic Shunt: PSS is covered under our contract; however, in order for this defect to be covered, the buyer must have a definitive diagnosis by exploratory laparotomy, nuclear scan, or portography.**

**Once a puppy is placed in the care of a third party carrier, shipping agent, or any agent designated by the Buyer, Breeder is not liable directly or indirectly for any illness, death, or financial loss unless the condition is covered in this section. It is best to personally pick up the puppy.**

This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. Buyer must follow the attached recommended nutritional and immunization program. Receipts must be kept for veterinarian care as proof of adherence. All the above mentioned conditions must be met or all guarantees above mentioned will be void.

Temperament issues are not covered under this guarantee as they can be caused by a lack of training, environment issues and proper discipline. Breeder sells pets for companion purposes only.

#### VI. Foundation Stock / Show Stock

Foundation and Show Stock are sold with full registration and no requirement for alteration. Breeder cannot and does not give any warranty or expression there of with regard to any given dog / bitch's ability to produce offspring or fertility. Also, breeder cannot guarantee as to competition / show placement for confirmation, agility, or field trial. **Any dog or bitch found to be in undesirable conditions will be subject to immediate repossession by breeder. By purchasing foundation stock from this breeder, buyer understands "undesirable conditions" are defined at the breeder's discretion only. We will not allow our progeny to be subjected to large scale breeding programs.**

Using a puppy purchased from Southeast Texas Yorkies for breeding purposes voids contract Section V as some dogs carry STDs that may damage the neurological system as well as spread other infections damaging the physiology of the internal systems.

#### VI. Disputes and Jurisdiction:

Breeder disclaims any and all implied warranties of merchantability and fitness. In the event of any litigation in connection with this contract, the Breeder will be paid reasonable attorney fees by the buyer. If any provision of this contract is or becomes void

Signature \_\_\_\_\_

or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable. Venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Orange County, Texas, USA. This contract is not valid outside the United States.

Final Veterinarian council for litigation arising out of or related to this contract shall lie with Blake Foskey of Foskey's Veterinarian Clinic or Albert Pugh of Bridge City Animal Hospital.

I, the purchaser of a puppy from Southeast Texas Yorkies, hereby acknowledge that I have received a copy of this document and agree with all terms and conditions. This is considered my "Bill of Sale." Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between Southeast Texas Yorkies and the buyer and no other terms or conditions shall be valid to this sale. The purchaser acknowledges that he or she has read, understands and agrees to the terms of this document.

Buyer's Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Notes:

DA2PPV 1:

DA2PPV 2:

DA2PPV 3:

DA2PPV 4:

Rabies: Client Responsibility

Payments \_\_\_\_\_

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Additional Information:

- Dam's Name: Nostrovia's
- Dam's AKC Number:
- Sire's Name: Shorty
- Sire's AKC Number:

- Whelp Date: