

Southeast Texas Yorkies Contract

Puppy Description: AKC #                      Microchip #                      Sex  
DOB: 04.13.2010  
Puppy Price: \$0000.00  
Optional Services: Completed Registration: \$25.00  
   Spay / Neuter: \$140.00  
   Shipping: \$300.00  
Total: \$0000.00

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. Deposits (non-waiting list):

Deposits paid on available puppies are NONREFUNDABLE regardless of the circumstances. Any payments made beyond the initial deposit will be fully refunded up until the puppy is 10 wks of age. After 10 wks of age, no refunds will be given unless the puppy is resold at the price originally advertised. Please do send payments until a signed contract is on file. Puppies can be picked up or transported once all funds are cleared and the puppy is at least 13 wks old.

II. Waiting List:

For buyers exclusively on a waiting list, 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 description). If a puppy is not produced within a six month time period of the sex and specifics agreed upon by the buyer and breeder (see last page), 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.

III. Pick up and Transport of Puppy:

Puppies are generally available for pick up or shipping as early as 13 weeks of age. 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. If the buyer opts to take the puppy earlier than advised, the health guarantee is rendered void. The Buyer is responsible for all transportation costs to and from the Breeder unless otherwise noted in writing. The buyer must take possession of the puppy by 18 wks of age except in the case of a breeder / veterinarian hold. Puppies not picked up / shipped to the new owner by 18 weeks of age will be considered forfeit and no refund on any funds (including deposit and payments) will be given.

Air transportation of all puppies 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.**

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#### IV. Spay/Neuter Agreement:

The buyer may opt to have his/her puppy altered while it is still under the care of Southeast Texas Yorkies. While we are happy to arrange and handle the procedure and aftercare, Southeast Texas Yorkies is not responsible for death, illness, or injury resulting from the alteration. If alteration occurs while the puppy is still in the care of Southeast Texas Yorkies, registration instructions will be sent via email. If the buyer requests to have his/her veterinarian complete alteration surgery, alteration is to be completed by 20 weeks of age. Registration instructions \ must be requested in writing along with written confirmation from a licensed veterinarian as well as the puppy's microchip number. Please have the puppy scanned at the time of surgery and the number included in the veterinarian's records. 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.

#### V. Registration Paperwork:

All registration is issued via email and can be submitted electronically to the registry. Each puppy has a unique registration number and online registration pin. Once requested with proper documentation (recent microchip scan and alteration verification), the buyer will receive an email within 7 business days containing the registration information and instructions. A recent microchip scan is required for record comparison. 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.

#### VI. Resell Restrictions and Returns:

The Breeder will always assist in placing a puppy that is not working out; 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. However, due to many reasons, we must emphasize the following: The Breeder will not refund due to but not limited to allergy, Landlord/Tenant, marital disputes, relocation, illness, or adjustment problems. Please do not request deposit refunds, as this places everyone in an uncomfortable position.

#### VII. Guarantee (Please Read carefully and ask any questions prior to signing):

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

This puppy is sold for companion purposes only; no guarantee is made as to disposition, temperament, conformation, size, weight, color, markings or breeding ability.

**Southeast Texas Yorkies warrants the dog against life threatening congenital defects accepted by the veterinary community as a whole for a period of one year. A refund or replacement of the puppy will be given upon receiving complete health report as described below.** 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

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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 20 wks of age or five (5) weeks after the puppy has been placed in buyer's possession. 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 a life threatening, congenital defect. 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 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. Illnesses without clear diagnosis will not be covered under this guarantee. Your puppy has been fully vaccinated using Dr. Dodd's vaccination protocol as age appropriate. Parvo and Influenza (including H1N1 strains) can often be contractible regardless of the vaccination protocol; therefore, those illnesses cannot be covered. Please keep your puppy out of contact with other animals infected with any communicable disease and out of "common" areas where fecal matter and standing water may be present. Both carry highly contractible internal parasites.

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 specifically 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.

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.

#### VIII. 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

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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.

IX. 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 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.

Buyer agrees to refrain from making any disparaging, negative or uncomplimentary statements on any publicly accessible medium regarding Southeast Texas Yorkies, any related companies and/or any officers of the Company or related products / services. Southeast Texas Yorkies, for its part, agrees to refrain (and to cause its officers to refrain) from making any disparaging, negative or uncomplimentary statements on any publicly accessible medium, regarding the Buyer.

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: \_\_\_\_\_

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

\_\_\_\_\_

Address on ID if shipping \_\_\_\_\_

\_\_\_\_\_

Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Notes:

Payments: