

CONTRACTUAL AGREEMENT FOR PURCHASE OF HAVANESE DOG  
(Companion – Limited AKC Registration)

Breed: Havanese

Sex:

DOB:

Call Name: \_\_\_\_\_ Registered Name: Journey's

AKC#:

Microchip #:

Seller: Kathleen Hart

Purchaser: \_\_\_\_\_

1. We, the undersigned, hereby agree to the sale/purchase of the above-referenced dog as a companion pet for the sum of \_\_\_\_\_.

The Seller Agrees:

2. To certify that the dog is in good health at the time of the sale and will guarantee the condition for a period of five (5) business days from the date of transfer of possession, or until the dog has been examined and pronounced fit by a veterinarian of the purchaser's choosing, whichever comes first.

3. To guarantee, up to the age of three (3) years, the temperament of this dog and that the dog is free of serious hereditary disorders, i.e., heart defects, elbow and hip defects, juvenile cataracts, hereditary deafness, patella defects. This guarantee will be honored only through the return of this dog and replacement with a new pet quality dog, when one is available. Any veterinary cost incurred in the diagnosis and treatment of the disorder prior to return of said dog will be the sole responsibility of the purchaser.

The Purchaser Agrees:

4. To ensure that the dog receives proper medical care and maintenance throughout its life, including, but not limited to: necessary veterinary care, vaccinations, grooming and feeding.

5. That this dog is sold with the understanding that the purchaser will neuter/spay the above dog by the age of one (1) year, but not before six (6) months of age. Upon the seller's receipt of a veterinarian's certification of the neuter/spay, the AKC papers will be sent to the Purchaser.

6. That if for any reason the purchaser is unable to keep this dog, the seller is to be given first right of refusal. The seller must approve in writing any placement of this dog. At no time will this dog be given to an animal shelter or rescue group.

7. The purchaser will notify seller of any health or temperament problems that develop in this animal during its life whether it pertains to the guarantee or not (i.e., cancer, etc.). Additionally, if this dog dies while in the purchaser's possession, the seller must receive certified, written notice by a licensed veterinarian, within ten (10) days of this dog's demise.

8. If either the purchaser or the seller takes any legal action to enforce any part of this contract, action shall be initiated in the county of the seller's residence and any legal fees and court costs shall be the responsibility of the party found in default.

9. Should the purchaser not adhere to the above agreement, written notification shall be served upon the purchaser detailing the specific areas of breach and the purchaser shall have a maximum of two (2) months to correct the problem or the dog is to be returned to the seller immediately with no refund or replacement required. The only exception to this being, in the event of abuse of the dog, the dog is to be returned to

the seller immediately with complete ownership relinquished by the purchaser and no refund or replacement due to purchaser.

10. The signatures below constitute the performance of this Sales Contract between all parties. Purchaser and Seller have gone over this contract in its entirety and accept all terms set forth in this document. Signature constitutes that both parties have read, understand and accept this as a legal and binding document between them.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_