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[marketplace.akc.org/karen-lewis-32679](https://marketplace.akc.org/karen-lewis-32679)

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Word of Mouth

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## YORKSHIRE TERRIER PUPPY SALES CONTRACT

Agreement made on (date) \_\_\_\_\_ by and between:

Buyer:

Address:

Phone:

Email:

Seller:

Karen Lewis

Address:

1173 NE Mission Creek Rd, Belfair WA 98528

Phone:

253-202-6695

Email:

[devoteddoxies@gmail.com](mailto:devoteddoxies@gmail.com) or [karenregan02@gmail.com](mailto:karenregan02@gmail.com)

Website:

<https://DevotedDoxies.com>

Upon payment of the sum of \$ \_\_\_\_\_ paid by Buyer to Seller (the "purchase price") Seller grants, sells, conveys and transfers ownership of the following puppy to buyer as identified above.

Puppy ID:

Sex/Color:

Date whelped:

Sire's Name:

Dam's name:

Breeder:

Karen Lewis

**The Seller and Buyer accept and agree to be bound by the attached Terms and Conditions, governing the purchase and sale of the puppy. IF FOR ANY REASON DUE TO THE SAFETY AND HEALTH OF SAID PUPPY THE SELLER HAS THE RIGHT TO VOID THIS CONTRACT. I, THE BUYER, UNDERSTAND THE DEPOSIT IS NON-REFUNDABLE UNLESS THE PUPPY IS UNABLE TO BE TRANSFERRED TO THE BUYER AS AGREED OR DIES IN SELLERS HANDS UNLESS AGREED BETWEEN SELLER AND BUYER TO DO OTHERWISE. IN SUCH CASE A NEW CONTRACT SHALL BE DRAWN AND SIGNED INDICATING ALL CHANGES. This is a legal binding contract.**

Signature of Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Seller: Karen Lewis

Date:

# TERMS AND CONDITIONS

## 1. DEPOSIT, PAYMENT OF PURCHASE PRICE, FEES

Buyer has paid a non-refundable deposit of **\$500.00** at the signing of this contract with payment of the balance of \$\_\_\_\_\_ due upon release of the puppy to buyer. The expected pick up date is \_\_\_\_\_ or such other date as both parties may mutually agree. If other Puppy Transfer Arrangements are made, please fill out and attach a Puppy Transfer Agreement to this contract.

Buyers have 2 options for payments; in cash paid in person or through the Zelle cash app. If using Zelle, payments must be made the day before the puppy is scheduled to be picked up or transferred through one of our other transport options. Sales Tax is covered in the purchase price of your puppy but there may be additional fees for boarding expenses and transport options if you choose to use one of these additional services.

**Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the puppy if:**

- (a) Buyer fails to complete the purchase of the puppy for any reason, or
- (b) Buyer fails to pay the purchase price at time of delivery/pick up date of puppy.

In either event Seller shall be free to sell the puppy to another party.

In the event that the puppy is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded or (ii) transferred to a next litter with available puppies.

A boarding fee of \$25.00 per day will be charged each day the puppy is boarded by Seller past the agreed delivery date.

## 2. TRANSFER OF OWNERSHIP AND REGISTRATION

Upon payment in full of the Purchase Price, Seller shall promptly take all actions required to transfer ownership and registration (if applicable) of the puppy to the Buyer.

## 3. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer that:

- (a) Seller is the true and legal owner of the puppy and that Seller has full rights and authority to sell the puppy.
- (b) The puppy is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the puppy is a purebred Yorkshire Terrier, offspring of the purebred Yorkshire Terrier Sire and purebred Yorkshire Terrier Dam as set out on page 1 of this agreement.

- (d) Seller guarantees that the puppy is in good health and free of communicable diseases to the best of the Seller's knowledge at the time of this sale and has had the puppy examined by the Seller's Veterinarian prior to the pick-up date. Should the puppy be returned to the Seller due to a failed Puppy Wellness Exam by the Buyer's Veterinarian, the Seller shall take said puppy to the Seller's Veterinarian to confirm diagnosis. Should Buyer's Veterinarian's diagnosis be confirmed by Seller's Veterinarian, a full refund shall be issued unless the Buyer chooses to keep the puppy.
- (e) The Puppy Health Guarantee does NOT cover allergies, un-descended testicle, loose knees, or hips, hernia, dermatitis, mange, worms, coccidia, giardia or any other parasite. Seller will NOT replace or give a refund for a puppy due to heat stroke, abuse/neglect, or improper care or socialization and/or training. Seller has fully explained the puppy has only received its 1<sup>st</sup> set of puppy shots (DAPPv) and all further required vaccinations will be the Buyer's responsibility to complete. Until the puppy has received ALL vaccinations, he/she is NOT protected from Distemper, Hepatitis (Adenovirus) Parainfluenza, Parvovirus, Bordetella, Rabies or Leptospirosis. If Buyer does NOT follow up with required vaccinations or exposes the puppy prior to being fully vaccinated to these potentially fatal diseases after receiving it on the delivery date, Seller is not responsible and this will null and void the Puppy Health Guarantee. This guarantee covers only the original Buyer and is NOT transferable.
- (f) There is a (1) one year Genetic Health Guarantee against knowable and preventable Genetic Health issues only. This covers only those Genetic Disorders that are discoverable through DNA testing at the time the Sire and Dam were DNA tested. This Guarantee does not include gene mutations or Congenital Disorders which are not knowable or preventable by the Breeder. Should the Buyer claim the puppy has a Genetic Disorder, the Seller has the right to take the puppy to a Veterinarian for a 2<sup>nd</sup> opinion at the sole cost of the Seller. If the puppy is proven to have a Genetic Health issue, the Seller shall provide a full refund to the Buyer when the Buyer transfers ownership of the puppy back to the Seller. No refund shall be given if the Buyer decides to keep the puppy.
- (g) Seller has first option to take puppy back if the Buyer is unable to keep the puppy no matter the reason, circumstance or age of the puppy at the time. Any refund shall be determined when and if the puppy is rehomed to another buyer.

#### **4. BUYERS REPRESENTATIONS**

Buyer represents to Seller that:

- (a) Buyer has 3 days from the delivery/pick-up date to have the puppy examined by a licensed Veterinarian at the Buyer's sole cost. If the puppy is found to be ill, the Buyer may return the puppy with an official written diagnosis from their Veterinarian. Failure by the Buyer to have their puppy examined by a Veterinarian within 3 days of pick up will void the Puppy Health Guarantee. Should a puppy be deemed ill by the Buyer's Veterinarian, Buyer shall allow the Seller to take the puppy to the Seller's Veterinarian for a second opinion/exam to confirm the diagnosis within 7 days or as soon as the Seller's Veterinarian has an opening. Should the Buyer's Veterinarian's diagnosis be confirmed, the Buyer may choose to return the puppy for a full refund or keep the puppy with no refund. All Veterinarian, lab and diagnostic costs are the responsibility of each party for their own Veterinarian exams and diagnostics.

- (b) Buyer is responsible to have a veterinarian examination and provide documentation to the Seller at the Buyer's sole cost of any genetic disorder. If the puppy is proven to have a Genetic Health issue, the Buyer shall have the option to return the puppy for a full refund or keep the puppy with no refund. This is for (1) one year only and to the original Buyer and is NOT transferable.
- (c) The Buyer agrees NOT to have the puppy euthanized, unless necessary due to medical issues, or to take the puppy to an animal shelter or to sell or use the puppy for fighting. Buyer will notify Seller if for any reason Buyer can no longer keep the puppy, which at that time Seller has first option to take puppy back. If at all possible, the puppy will be rehomed and any fees collected shall be applied to the expenses incurred in preparing the puppy and rehoming the puppy. Any monies remaining shall be refunded to the past owner.
- (d) Buyer agrees to have the puppy spayed or neutered by the age of twelve (12) months, unless their Veterinarian deems the puppy is not ready, or is having medical issues and cannot be completed at that time. In such case, the Buyer must provide veterinarian documentation in support of this situation. Once surgery is completed, Buyer will provide Seller with proof of operation immediately to Seller, if this is not provided, Seller has full rights to remove the puppy from the Buyer's home at the expense of the Buyer. At that time the puppy's ownership will reverse back to Seller with no money being refunded. This does not apply to puppies that were purchased with Full AKC Registration/Breeding Rights (An additional Fee is required for Breed Rights. Please attach the Breeding Rights Amendment to this contract.)
- (e) Buyer agrees the puppy will be kept in an enclosed area of adequate size, and the puppy will not be allowed to roam at will. Buyer agrees to NOT keep the puppy chained or tethered or permanently housed in a crate/kennel. If it is found this is happening the Seller has the right to confiscate/remove the puppy. At such time the ownership of the puppy shall revert back to the Seller.
- (f) Buyer agrees to provide the puppy with nutritious food/water and necessary veterinary care, including but not limited to de-worming, heartworm prevention and regular yearly vaccinations after receiving the remainder of the puppy vaccinations as outlined above.
- (g) Buyer agrees they are NOT acting as agent for any other person or business in the purchase of the puppy. Buyer agrees to NOT sell, give, or release puppy to a pet shop, retail store, puppy dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (h) In the event the Buyer sells the puppy to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this agreement.

## **5. INDEMNITY AND RELEASE**

**If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the puppy after placement with the Buyer, including but not limited to damage to or destruction of property, and injury to ANY person.**

**6. LIMITATION OF ACTION**

Any action or claim brought by Buyer against Seller for breach of this agreement or for loss due to negligence must be brought within (1) one year of the date the puppy was picked up/delivered.

**7. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**8. ENTIRE AGREEMENT**

This agreement represents the entire agreement between both Buyer and Seller. Seller and Buyer have made no other agreements, promises representations or warranties, expressed or implied, unless specifically stated in this agreement.

Signature of Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Seller: Karen Lewis

Date: \_\_\_\_\_

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This section to be completed upon the delivery/pick up of the puppy.

**ACKNOWLEDGEMENT OF RECEIPT OF PUPPY**

I acknowledge that I have received the puppy into my possession.

Signature of Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF BALANCE OWED**

I acknowledge that I have received the balance owed for the purchase of the puppy identified on page 1 of this contract and the full purchase price is PAID IN FULL.

Signature of Seller: \_\_\_\_\_

Date: \_\_\_\_\_