Happy Tails Cockapoo

Newport, WA

509-528-5686 happytailscockapoos@outlook.com

This contract for the purchase of a Cockapoo puppy is between Ren Smith, hereafter called Seller, and ______, hereafter called Buyer.

Buyer Address:				,
Buyer Telephone:		Buyer Email:		_ ·
COLOR:	PATTERN:	BIRTHDATE:	SEX:	

1. Buyer agrees to the following terms and conditions of this contract. Initial_____

2. The Buyer acknowledges receiving a copy of the puppy care sheet and agrees to follow it. Initial_____

3. The Seller guarantees that the puppy will be in good health on the date of delivery. This puppy will be examined and vaccinated by a licensed Veterinarian before placement. A copy of the health record will be sent with the puppy. **Initial**_____

4. This puppy is being placed as pet only. Buyer agrees to have this puppy Spayed/Neutered **no earlier than 10 months of age, but no later than 1 year of age**. Buyer is to send proof of alter to seller via email: <u>happytailscockapoos@outlook.com</u>, by one year of age. If proof of alter is not provided, buyer will surrender puppy back to seller within 72 hours of the one-year birthday or pay a fine of \$1,000. If buyer has puppy Spayed/Neutered before 10 months of age, buyer must pay a fine of \$1000 and the health guarantee is voided. **Initial_____**

5. The Seller guarantees that the puppy is free of genetic defects to the best of his/her knowledge. Seller is providing a two year genetic health guarantee starting from the puppy's date of birth. This guarantee does not include allergies, it is strictly for debilitating conditions that prevent the puppy from having a quality life. If such a condition is diagnosed, buyer must provide seller all test results done by a licensed veterinarian showing proof of condition. In the event of death, a necropsy will be required showing a genetic condition is the cause of death, for a replacement puppy. The Seller does not assume any additional liability for possible genetic defects in the puppy and will under no circumstances be responsible for veterinary bills resulting from any such condition. This guarantee is void if vaccinations are not kept current, puppy is bred, or is not altered within the agreed timeline of this contract. If a genetic condition arises, Buyer must provide proof of condition within the 2-year agreement period. **Initial_____**

6. Buyer understands and agrees to the following: The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule recommended by veterinarian, intestinal parasite prevention, flea prevention as needed, good diet, and a clean and safe environment. Seller is not liable for

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any veterinary, health or care expenses after the puppy leaves seller's home, that is the sole responsibility of the buyer. Initial

7. If at any time in its life the puppy is to be sold or given away, the Buyer shall so notify the Seller and give the Seller first option to take the puppy back with no refund or Seller will help with placement of the puppy and the new buyer will have to agree to and sign this contract. **Initial**

8. The Buyer shall not place this puppy in a shelter, rescue, or with any individual or establishment in the business of buying and selling puppies for a profit. Initial

9. At no time will the Buyer try and take funds back through any form of payment used for the purchase of this puppy, including but not limited to Paypal, Credit Card purchase, Debit Card purchase, Cash App, Venmo, Zelle or any other form of payment. Initial

10. If a dispute arises over the health of this puppy or any conditions set forth in this agreement, both parties agree to try and come to an amicable agreement. If no agreement can be reached, parties will need to seek professional mediation and or legal action in a court of law to enforce this agreement. Initial_____

11. Buyer agrees that if there is ever a dispute, they will contact the Seller in attempt to come to an amicable agreement. Buyer agrees they will not use the internet or social media as a forum to cause harm to the seller, nor will they ask any family members, friends, or other persons to use the internet or social media in this manner on their behalf. If Buyer so chooses to use the internet or social media in this manner, buyer will be fined \$5,000. In the event legal action is required to enforce this agreement, buyer will be held liable for all legal expenses incurred by seller. Initial_____

Executed the _____ day of _____, <u>2023</u>.

Seller Signature <u>Ren Smith</u> Buyer Signature _____