

## **Purchase agreement and guarantee**

Congratulations on your purchase of a Bitterroot Cavalier puppy. Your puppy is of excellent quality and is sold with a guarantee of as followings:

1. Seller has made every effort to provide the purchaser with a normal healthy puppy. Prior to transfer the puppy will be issued a health exam and Health Certificate to verify this.

2. Purchaser must have the puppy examined by a licensed veterinarian and call the Seller within 72 hours of receipt of puppy if there is a Life Threatening, Non Treatable condition only. **The puppy has a 1 year health guarantee against any hereditary illness.** A letter or fax must be submitted by the examining Veterinarian stating his/her findings and diagnosis. Seller has the option to have the puppy examined by a Vet of their choosing.

3. Under no circumstances will there be a cash refund. If exchange is necessary due to circumstances outlined in the above paragraph (2.), Seller will select a replacement puppy from the same litter if available or from another litter. If living, the original puppy must be returned to Seller at Purchasers expense. Purchaser is also responsible for any shipping fees for replacement puppy. Original puppy must be returned before replacement puppy will be delivered.

4. Under no circumstances will Seller be held responsible for any veterinary or other expenses for any reason whatsoever after the purchase of a puppy.

5. Depending on the age of the puppy, at least one shot has been given. A health record will accompany the puppy stating all shots given and a recommendation for the continuing schedule of vaccination. Please consult your veterinarian for his/her recommendations.

6. The puppy has been wormed prior to sale. With a change in environment and due to the nature of parasites/bacteria Seller cannot guarantee that the puppy will be parasite/bacteria free. Seller recommends that purchaser present a fecal specimen to your veterinarian to determine the need for any treatment and continue a de-worming schedule.

7. When the puppy leaves the care of the Seller, it becomes the sole responsibility of the purchaser. No other warranties are expressed or implied. Give your puppy fresh water and food daily. Feed puppy at least twice a day. Check to make sure your puppy is eating and drinking! If your puppy is not eating or drinking take the puppy to a vet immediately.

8. All deposits are non-refundable. Payment options are available through cash, Bank check, Money order, or Personal check. Full payment must be received before puppy is transferred. If payment is made by personal check, the puppy will be held until check clears the bank.

9. Seller does not make any guarantee as far as color, size, coat quality, length of hair, temperament, look of dog, ability to win a show, housebreak/train or, reproduce.

10. If purchaser can no longer care for the puppy, Purchaser agrees to not place puppy in a pound, Humane Society, or any facility that practices euthanasia or experimentation on animals.

11. Upon full payment of purchase price and all shipping fees (if applicable), by Purchaser, Seller agrees to release the puppy to Purchaser. Seller will provide registration papers with signature for registration at the time of sale or within 30 days of the date of sale. (AKC papers will come VIA US priority mail as soon as check clears if puppy is being shipped to another state)

14. Purchaser fully understands that pet quality puppies are sold on spay/neuter non-breeding contracts with AKC Limited Registration - any progeny from the above described dog is not registrable with the AKC. This puppy is being sold as a pet quality dog for \$1700. This does not include the shipping cost or health certificate required by the airline

15. Prefix of this puppy on AKC registration papers will be: 'Bitterroot' purchaser may choose any name to follow.

16. Damages for purchaser's non-compliance with any of these terms of this agreement are agreed to be in the amount of \$2000, plus reasonable attorneys fees, as well as actual costs and attorney fees incurred in the collection of the same. Any litigation or arbitration regarding this contract will occur in Ravalli County in the State of Montana.

This represents the entire agreement between the Seller and the Purchaser with respect to this sell. No other warranties or guarantees other than those written in this agreement apply. The purchaser signature below indicates that he/she has read, agrees and understands the conditions of this sale and is in agreement.

## \*Final payment needs to be made 2 weeks prior to delivery. When picking puppy up, you may make final payment in the form of cash only at time of delivery. No checks will be excepted when picking puppy up.

(Boarding past 12 weeks of age will be done at \$10/per day. I also offer boarding for my puppy buyers, space is limited especially during summer months. The rate is \$10/per day with you supplying food or \$13/per day with me supplying food.)

Reservation and Down payment Receipt

Receipt is hereby acknowledged of a deposit of <u>\$400</u> from Name: \_\_\_\_\_\_ to reserve and as part payment for one Cavalier King Charles Spaniel puppy **\*Please make checks payable to Marijo Delap** 

With a remaining balance of \_\_\_\_\_ due 2 weeks prior to delivery of puppy

Breed: Cavalier King Charles Spaniel

DOB: 01/24/2 Gender: male	14 e		Color: <b>T</b> ri AKC# TS1989550	2	-
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Seller:				Date:	