

# Figgy's Cocktail Chihuahuas

www.figgyschihuahuas.com • jen@figgyschihuahuas.com

## Sales Contract

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

Figgy's Cocktail Chihuahuas has sold 1 puppy to:

Name: \_\_\_\_\_

Street #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Purchase price: \_\_\_\_\_ Deposit: \_\_\_\_\_ Total: \_\_\_\_\_

Litter registered with: AKC Litter #: \_\_\_\_\_

Breed: Chihuahua Sex: \_\_\_\_\_ DOB: \_\_\_\_\_ Color: \_\_\_\_\_

Dam: \_\_\_\_\_ Sire: \_\_\_\_\_

Dates of Vaccinations: \_\_\_\_\_ Next Vaccination Due: \_\_\_\_\_

Type of Vaccination: \_\_\_\_\_ Dates Wormed: \_\_\_\_\_

- This puppy has been evaluated by the Seller to be a show/breeding prospect, and is being sold with full AKC. However, this does not in any way guarantee you a show or breeding dog, but a puppy that, at time of sale, appeared to have show/breeding potential.
- This puppy is being sold for pet purposes only, with limited AKC registration, and is not intended for breeding.
- It is agreed that this puppy should be spayed/neutered by 8 months of age, and limited AKC papers will be provided upon proof of such.

This contract is valid for the original purchaser of the dog from Figgy's Cocktail Chihuahuas (Seller). If the dog is transferred to another owner then this contract is null and void, as Seller has no way of knowing how the dog is cared for or who the puppy is placed with.

This puppy is registered with AKC or CKC and is sold with a Full registration status. Figgy's Cocktail Chihuahuas has made every effort to provide you with a healthy puppy and guarantees that all vaccinations and dewormings are current at time of sale. A Health Certificate and a vaccination record will be provided as verification of events.

### **Seller warrants the following:**

Puppy is in sound health at time of sale, and should be inspected by a licensed veterinarian within 72 hours of arrival. Not having puppy examined within this time period voids the guarantee. Seller guarantees the puppy to be free of Parvo and/or Distemper for a period of 5 days. If puppy is found to have either/or, the Buyer is to contact the Seller within 24 hours of this finding. Not doing so will null/void the guarantee. Seller has the option of asking for return of the puppy, and if requested, Buyer must return puppy at his/her expense within 48 hours. Seller will replace said puppy upon receiving signed vet statement of such findings, and after return of all original paperwork, signed back over to the Seller. Seller will replace said puppy when one of equal value becomes available. ALL EXPENSES AND VETERINARY BILLS INCURRED ARE THE RESPONSIBILITY OF THE BUYER!

This puppy is also guaranteed for one year against congenital defects that will affect the quality of life of the puppy as a pet. If any abnormality that could be life threatening is found within one year of contract date the Seller must be notified immediately. If the Buyer does not notify the Seller immediately of any life-threatening abnormality as diagnosed by a licensed veterinarian the Buyer shall not have recourse against the Seller. If the puppy is found to have a life-threatening congenital or hereditary defect, the Buyer must take the puppy for a second opinion by a different licensed veterinarian who is not associated with or in practice with the original examining veterinarian. The Buyer must provide the Seller with a written statement from both veterinarians and sign over all original paperwork to Seller before a replacement puppy will be considered. Both veterinarians must find that the puppy has the same defect and that said defect is life threatening. If the puppy dies before the expiration of the one year period the Buyer must have the puppy autopsied. The Buyer must provide a statement from the veterinarian along with the autopsy results before a replacement puppy will be considered. The Buyer is responsible for all costs incurred, with all veterinarians, for any and all veterinarian visits once the Buyer has taken possession of the puppy. If Buyer chooses to keep the dog at his/her own expense, Buyer takes all responsibility in the care of the dog, or vet expenses. Seller can choose to give Buyer partial refund or discount on another puppy, but is not obligated to do so, if Buyer chooses to keep said puppy. If Buyer returns puppy with all said documents, he/she will receive replacement puppy of equal value when one becomes available. The Seller will have 12 months to replace the puppy with another puppy of equal value and

quality. ALL EXPENSES AND VETERINARY BILLS INCURRED ARE THE RESPONSIBILITY OF THE BUYER!

**Seller does not warrant against the following:**

Hypoglycemia- Under no condition is the Seller responsible for loss or death due to hypoglycemia.

Molera- It is acceptable for a Chihuahua to have a molera, and should not be considered a flaw.

Luxating Patellas- If Buyer has bought the puppy for breeding/show, and finds puppy to have severe luxation (grade 3-4) within 12 months of purchase, Buyer will offer replacement upon return of puppy & all documents signed over to Seller. I do not offer a guarantee on patellas for puppies sold as pet only. Buyer pays all expenses & veterinary fees.

Collapsing Trachea- This is a common thing in Chihuahuas when they get excited, and has not been found to impose a health risk, but can be somewhat annoying to some people.

Uneven Bite- As the puppy matures, a periodically check of its bite must be made, as sometimes puppy teeth will remain and must be removed as adult teeth come in.

Ears Not Standing- This is not life threatening.

Hernias- There is no guarantee on hernias of any category.

Testicles- The Seller does not guarantee the presence of both testicles nor does the Seller guarantee that both testicles will descend. If only one (1) testicle descends or none descends the Seller cannot be held responsible. Sometimes at eight (8) weeks and even twelve (12) weeks of age, the puppy is too young to determine if both testicles are present. Testicles can descend as late as six (6) months of age.

Parasites, External Or Internal- The Seller is not responsible for parasites, either external or internal. The Seller has administered all of the preventions that are recommended by our veterinarian. The Seller is not responsible for what the puppy is exposed to after leaving our home/kennel, as parasites are extremely contagious and can be contracted after leaving the Seller.

Giardia, Hepatitis, Parvo, Kennel Cough, Distemper, Rabies, Coccidiosis, And Corona- The Seller is not responsible if the puppy contracts and/or develops Giardia, Hepatitis, Parvo, Kennel Cough, Distemper, Rabies, Coccidiosis, or Corona. The Seller has administered the proper vaccinations for this puppy according to its age and shall not be responsible for what the puppy could have been exposed to after leaving the Seller's home/kennel. These are extremely contagious and can be contracted after leaving the Seller. Coccidia and Hypoglycemia can be brought on by the stress of going to a new home.

There is no guarantee on SIZE, COLOR, COAT, or BREED ABILITY OF THIS PUPPY.

The parties of this contract agree that the dog identified on page one (1) shall carry the "Figgy's" prefix to its name for "Figgy's Chihuahuas". The "Figgy's" prefix will be added to the AKC papers by the breeder before the papers are transferred to the new owner(s). It is the buyer's responsibility to insure that the "Figgy's" prefix is part of the dog's registered name. This is enforceable by the AKC per this contract.

Buyer warrants that he/she will not knowingly offer this puppy or any of its offspring to brokers, pet shops, or puppy mills. If Buyer is found to be selling the dog, or puppies in such a way, Buyer will incur a \$1,000 penalty for each puppy found to be sold in this way.

If the Buyer ever needs to find the puppy a new home, Buyer will give Seller first option to buy the puppy back. Under no circumstances will this puppy/dog ever be surrendered to a shelter or put to sleep without first consenting with the Seller. There are no other guarantees/warranties given, expressed or written, other than those stated in the above contract. Any changes must be made on paper, and signed by both parties.

The Buyer shall provide the puppy with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations. The Buyer shall also provide the puppy with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.

I have read, understand, and agree to the above terms and conditions:

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

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