

New Puppy Contract

**THIS AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ by and between:

**Buyer:**

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

**Address:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_

**- AND -**

**Seller:**

**Name:** Brianna Thaxton - Northern Paradise Pups

**Address:**\_Sandpoint, Id 83864\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone:** \_208-264-8868 **Email:** northernparadisepups@gmail.com

**UPON PAYMENT** of the sum of $\_\_\_\_\_\_\_\_\_ paid by Buyer to Seller (the “Purchase Price”), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the following dog to Buyer:

**Name of Dog:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Breed:** \_\_\_\_\_\_\_\_\_\_\_\_ **Color:** \_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of Birth:** \_\_\_\_\_\_\_\_ **Sex: Male Female**

**Sire Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties accept and agree to be bound by the attached Terms and Conditions

governing the purchase and sale of the Dog.

**Date** \_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of Buyer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date** \_\_\_\_\_\_\_\_\_\_\_\_\_ **Signature of Seller** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERMS AND CONDITIONS**

1. Buyer has paid a deposit of $\_\_\_\_\_\_, with payment of the balance of $\_\_\_\_\_\_\_ due upon release of the Dog to Buyer. The expected pick-up date is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, Paypal, or debit/credit card through Square (3% surcharge applies to debit/credit transactions through Square and Paypal).

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

(a) Buyer fails to complete the purchase of the Dog for any reason, or

(b) Buyer fails to pay the balance of the Purchase Price by or before the date of pick-up.

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

In the event that the Dog 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 the next litter of puppies.

A boarding fee of $15\_ per day will be charged for each day the Dog 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 officially transfer ownership and registration (if any) of the Dog to Buyer.

3. Seller’s Representations and Warranties

Seller represents and warrants to Buyer that:

(a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.

(b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

(c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.

(d) The Dog is in good health and free of communicable diseases at the time of this sale.

Buyer has 3 days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer’s sole cost. If the Dog fails the examination, Buyer may return the Dog, at Buyer’s sole cost, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 3 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are sole responsibility of the Buyer. This health guarantee will be null and void.

Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Pomeranian breed, and understand the health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given). This guarantee covers only the original Buyer and is not transferable.

(f) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog’s lifetime. Seller will not issue a refund or provide another Dog to Buyer.

4. **Buyer represents to Seller that:**

(a) The Dog will reside with Buyer as companion (Pet Only) to Buyer and Buyer’s family.

(b) Buyer will keep the Dog in a safe area.

(c) Buyer will provide the Dog with nutritious food and necessary care.

(d) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(e) Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

(f) In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

6. **Indemnity and Release**

Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

7. **Limitation of Action**

Buyer releases Seller from any action or claim except for a direct breach of this Agreement, which must be brought within one (1) year of the date such claim or loss occurs.

8. **Entire Agreement**

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

**Date Signature of Buyer** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Signature of Seller** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgement of Receipt**

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

**Date Signature of Buyer**