

Dog Purchase Agreement

The following agreement is between Steve & Lindy Nearman T/A Happy Trail Chihuahuas (breeder), of 73 Caisson Rd. Fredericksburg, VA 22405, hereafter referred to as "Seller," and

Purchaser's Name: _____ Phone: _____
Address: _____
City: _____ State: _____ Zip: _____
Email: _____

hereafter referred to as "Purchaser." In consideration of a purchase price of XXX hundred dollars (\$00.00), of which two hundred dollars (\$200.00) is a non-refundable Surety of Action deposit, the Seller transfers all rights, privileges and responsibilities associated with the ownership of the dog of the Chihuahua breed to Purchaser as of the date and time specified below.

Description Of Dog

Kennel Name: Happy Trail's _____ **ACA Reg. No.:** _____
Date Whelped: _____
Sex: Male Female _____ **Color:** _____
Sire: Happy Trail's - _____ **ACA Registration:** VA-ABA-_____
Dam: Happy Trail's - _____ **ACA Registration:** VA-ABA-_____

The parties further agree:

1. The Purchaser will have the dog examined by a licensed Veterinarian within 72 hours of receipt. If the dog is returned due to illness, a verified letter from the veterinarian is required. This includes death or illness from any health condition deemed present prior to removal from Happy Trail's premises. Failure to have dog examined within the 72 hours will void all Warranties.
2. Purchaser has the right to return the dog to Seller during the first 72 hours from the date and time of signature of this agreement for credit in the amount of the purchase price toward the acquisition of another animal from Seller; or for a refund of the purchase price less the nonrefundable Surety of Action deposit portion of this sales. Purchaser must also return the dog's health record, registration papers, crate, etc. to receive the full refund. The replacement cost of all missing items will be deducted from the refund amount.
3. If at any time the Purchaser can no longer retain possession of this dog, the Seller is to be notified and given **FIRST OPTION** of resuming full ownership at a price to be mutually agreed upon by both parties or returned to Seller for rehoming. Rehoming will take into consideration the costs incurred by the Seller in caring for the dog and locating a new home for the dog. The dog must be returned with the ACA registration papers, crate and all medical records.
4. Purchaser warrants that he/she **WILL NOT UNDER ANY CIRCUMSTANCES** offer this dog or any of it's offspring to a broker, pet shop, animal shelter, puppy mill or a research or vivisection facility or similar establishments.

5. Under **NO CIRCUMSTANCES** is this dog or any of its offspring to be used in dog fighting, battling or any similar activities.

6. If Purchaser is found to be in violation of any condition listed in 3, 4 or 5 of this agreement with the dog or any of its offspring, Purchaser is liable to Seller for \$1,500.00 damages penalty per dog, per incident, payable to the Seller upon demand. Any and all court costs, and attorney fees will be paid by the Purchaser at the time of the court's decision. It is understood that this agreement is to protect the integrity of the Sellers' bloodlines and well being of the dog and any of its offspring.

7. Seller warrants, for one year from birth date of dog, against congenital or hereditary defects that lead to euthanasia. A veterinarian's written statement to this effect is required prior to euthanasia, and the pet must be seen by Seller's veterinarian prior to euthanasia. A replacement dog of equal or higher value shall be provided at the time of availability. No Money shall be refunded.

8. Seller **DOES NOT WARRANT** against the following: Hypoglycemia, Coccidia/Giardia, Molera, Collapsing Trachea or Patellar Luxation (grade 1).

9. The Purchaser will use the prefix "**Happy Trail's**" at the **beginning** of the dog's registered name along with any other specific themes or words requested by the Seller.

10. It is understood by both parties that the dog is sold as a **Pet and Companion Dog** only, not show quality or for breeding, unless otherwise stated in the sale agreement. There is no warranty or implied guaranty as to final adult size, weight, color, hair texture, conformation, dropping of testicles or the suitability for breeding.

11. The Seller is not responsible for problems such as landlords, allergies, incompatibilities with other pets or family members, etc. All sales are final. Deposits are non-refundable.

12. If collection of any funds for none payment becomes necessary, Purchaser is liable for any and all collection costs, court costs and /or attorney's fees incurred by Seller.

We the undersigned have read, understood and agree with the terms of this contract.

Date & Time of Signature

For and By Seller

Steve Nearman
Print Name

For and By Purchaser

Print Name

Happy Trail Chihuahuas - chihuahua-pups.com - Fredericksburg, VA (540) 207-5131