

Taylor Made Yorkies
Puppy Sales Contract and Guarantee

State of Maine License #: F915

William & Holly Cleary
50 Laura Lane
Arundel, Maine 04046
(207) 282-5561

Buyer Name: _____
Address: _____
Telephone: _____
E-mail address: _____
Litter Registration # of Puppy: _____ Co-owned: _____
Sex: _____ Whelped: _____
Spay/Neuter Deposit: _____
Purchase Price: _____
Sales Tax: _____
Final Payment/Purchase Date: _____

This agreement is made and entered into, on _____ between Taylor Made Yorkies, hereafter, (Seller) and the Buyer indicated above, for the purpose of setting forth the terms and conditions of the purchase of a purebred Yorkshire Terrier registerable with the American Kennel Club. This breeder certifies that this puppy is from our own stock and is not being sold, resold or brokered for someone else.

The _____ male _____ female puppy from the litter whelped on _____, Sired by _____, Reg # _____ and Dam: _____, Reg #: _____ hereafter referred to as the (Puppy) being purchased. AKC Litter # _____, Reg # _____. This puppy must be spayed/ neutered within the first 9 (nine) months of the pups life and is sold with a limited registration.

The Buyer will pay for the puppy in accordance with the terms of the contract for deposit. All payments must be made at least one week before the pickup date unless otherwise stated and agreed upon. If at any time prior to the actual delivery of the pup to the Buyer that feel that the sale of the pup is not a good fit or other extreme circumstances arise, the sale will be rescinded and any deposit or payments will be returned.

This Puppy is Guaranteed for 1(one) year from the date of whelp against hereditary and congenital defects that are life threatening and will interfere with the Puppy's ability to live a normal life. This contract guarantee does not include patella subluxation, bite or teeth issues, legges perthes or otherwise. The Seller guarantees that this Puppy is in good health and has received appropriate medical inoculations and care. A health certificate and vaccination record is provided to the Buyer upon the Puppy's delivery.

Initials of buyer: _____ Initials of seller: _____ Date: _____

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Should your Veterinarian find a life threatening problem, the Buyer must provide the Seller with written verification of such. The Seller will opt to have a second opinion to confirm the initial diagnosis at their expense, and the Buyer must comply should this request be made. The Seller reserves the right to have any diagnosis verified by a Veterinarian of Seller's/breeder's choice and the two must agree. The diagnosis of an *inheritable or congenital life threatening health issue* places the burden of proof on the Buyer, when no such defect or condition is apparent in the Sire, Dam or peers. In the case of death, an autopsy must be obtained at the Buyers expense within 24 hours of the death, to determine cause.

Injury and environmental conditions are not covered by this agreement.

If the Puppy is to be returned, the Seller may agree to replace the Puppy with a Puppy of same sex and breed as soon as one is available. The Puppy must be returned to the Seller within 7 days of the confirmed diagnosis, at the Buyers expense, and the Puppy must be received in the same physical condition as when it left the Seller, or this contract will become null and void.

**** Cash refunds will be considered on a case by case basis.**

In the event of a cash refund of the purchase price, the buyer forfeits \$500.00 regardless of the situation. This Guarantee applies to the original purchaser ONLY, and is not transferable.

The Buyer agrees to take good care of the Puppy, providing adequate medical care including all appropriate vaccinations, dewormings and seasonally appropriate heart worm and flea/tick preventatives.

The Buyer also agrees that the Puppy will live in their home receiving adequate human interaction and be included in activities essential to keeping the Puppy properly socialized.

The Buyer agrees not to mistreat or allow anyone else to mistreat the Puppy in any way.

The Buyer agrees to keep the Puppy on NuVet Plus Canine Vitamins. This nutritional supplement provides your Puppy with essential nutrients that are missing in their diet and is only available through Breeder recommendation. **Should you fail to keep the Puppy on NuVet Plus, this guarantee will be null and void.**

The Buyer agrees that if for any reason or situation that may arise where the Buyer can no longer care for or keep the Puppy, the Puppy/dog "must be" returned to the Seller/Breeder at the Buyer's expense, unless other arrangements are agreed upon by both parties. The registration papers and health records must be signed over to the Seller/breeder upon return of the Puppy/dog.

UNDER NO CIRCUMSTANCES MAY THE PUPPY BE RESOLD WITHOUT PRIOR CONSENT OF THE SELLER/BREEDER.

Buyers initials: _____ Sellers initials: _____ Date: _____

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Spay/Neuter: In most cases our puppies will be sold with a limited restricted AKC registration, where the Buyer is responsible to spay/neuter. This pup is sold limited and must be spayed. Registration papers will be released at the time when a certificate of spay/neuter is presented. Rebates promised to the Buyer by the Seller will be released at the same time. The rebate amount will be in writing on the bill of sale or say No rebate on this pup. (HMG-C)

Full registration will be granted at additional cost and approval by the Seller. Should the Buyer not keep their contract regarding spay/neuter, the Seller has all rights to repossess the pup in question and will orchestrate such matters involving the law and this legal and binding contract. The pup must be spayed or neutered within the first 9 (nine) months of its' life.

The intent of this contract is to provide the Buyer with a quality puppy and to state that no warranties or guarantees other than those stated have been given or implied. This agreement may not be altered, modified or rescinded unless agreed to in writing by both the Buyer and Seller. As a responsible breeder, this agreement has been developed to insure the well being and protection of the puppy.

By signing this contract, the Buyer admits to have read and to understand all that it says and expresses and agrees to the terms it states. The undersigned understand it is unlawful to disregard any of the provisions herein and agrees to uphold this lawful contract. Legal witness and certification is not necessary and the Buyer acknowledges that his/her signature is binding and legally held.

_____ Buyer Signature _____ Date Signed

_____ Buyer Print Name

_____ Seller Signature _____ Date Signed

Taylor Made Yorkies-Shipping Agreement

To accommodate the Buyer, Taylor Made Yorkies agrees to ship via airline the Puppy of Purchase.

Taylor Made Yorkies secures the right to refuse shipment due to the puppy's size or Buyer's location. Weather, location, indirect flight schedules, etc. all are considered by the Breeder/seller.

In the event there is some question as to the safe shipment of the Puppy, the Buyer may opt to purchase airline tickets either for themselves or for the Breeder to hand carry the pup to the Buyers location. This must be arranged well in advance with the Buyer.

Flying/shipping of puppies can cause an element of stress and hypoglycemic attacks and dehydration is a concern.

Whenever possible, the preferred method is "Pick-up".

If air freight delivery is requested by the Buyer, a designated location must be agreed upon in advance. The Seller will make the arrangement based on weather and flight schedules. The additional cost of shipping via air freight is \$300.00. Should the going rate increase, this amount will be added to the final payment, which is payable **10 days** in advance or at the time of designation of notice.

The Seller will not be held responsible for the Puppy's welfare during shipping should harm bestow the Puppy. The seller cannot guarantee the welfare of the puppy but can only trust and assume that the airline will secure the welfare of the puppy when it is placed in their care.

The Buyer should check into shipping insurance and can purchase it separately.

I, the buyer have read and understand the terms for shipping and agree to all of the above.

_____ Buyer Signature _____ Date

_____ Buyers Printed Name

_____ Sellers Signature _____ Date

Airline- Outgoing airport: _____ Flight time and number: _____

Airline - Receiving airport: _____ Flight time and number: _____

Shipping date: _____ Other: _____