

# Happy Cockers Puppy Sales Agreement

This contract is between \_\_\_\_\_ herein after referred to as "Sellers" and

\_\_\_\_\_, herein after referred to as "Buyer."

In consideration of payment in full of the purchase price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) by Buyer to Sellers, Sellers agrees to transfer to Buyer, subject to the terms and conditions contained in this contract, the ownership of one Male / Female \_\_\_\_\_ puppy, herein after referred to as the "Puppy" (regardless of age), from the mating of the sire and dam identified below.

Sire: \_\_\_\_\_ Reg# \_\_\_\_\_

Dam: \_\_\_\_\_ Reg# \_\_\_\_\_

- 1) Buyer **must** have new puppy examined by a licensed Veterinarian within 72 hours of delivery.
- 2) The Seller guarantees that the said puppy/dog described above will be free of adenovirus2, bordtella, distemper, parainfluenza, and parvovirus for a period of 15 (fifteen) calendar days after receipt of the live puppy/dog by the Buyer(s). The Seller will provide a vaccination record and veterinary examination record of the purchased puppy/dog. If the puppy/dog is due for vaccinations, and the Buyer(s) fails to provide vaccinations on that day, this guarantee is null and void if the puppy contracts diseases that would otherwise be prevented by those vaccinations.
- 3) The Seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) receives the puppy. Seller guarantees the above-described puppy to be healthy at the time of the sale. Seller does not assume any liability for any injury to said puppy after time of sale. If there is a problem with the puppy, seller's Veterinarian and buyer(s) Veterinarian must agree upon health reasons existed before time of purchase, provided the puppy has been properly cared for in buyer(s) possession.
- 4) If puppy dies within 24 hours of purchase, buyer(s) must have an autopsy performed by a licensed Veterinarian at buyer(s) expense to determine cause of death. If cause of death is due to problems existed before time of purchase and after our veterinarian has examined the puppy, a replacement puppy is given. The replacement puppy will be of same equal value. A replacement will only take place if the above puppy has been properly cared for in buyer(s) possession. UNDER NO CIRCUMSTANCES WILL A REPLACEMENT OF A DOG TAKE PLACE IF THE ABOVE CONDITIONS ARE NOT MET. The puppy must be returned within 24 hours after which time replacement of the puppy is forfeited.
- 5) Seller is not responsible for immunity level, mites, pneumonia, mange, heatstroke, ringworm, conjunctivitis, fleas, ticks, and ear infections *once puppy has left sellers hands*. Buyer is responsible for keeping their puppy away from contaminated areas, out of the heat and cold drafty places.
- 6) The Seller shall provide to the Buyer(s) registration certificates (individual) for each puppy. If the certificates have not been received from the registries at the time of sale, the Seller will provide the Buyer(s) evidence that the registrations have been applied for, and upon receipt from the registries, the Seller will forward the certificates to the respective Buyer(s).
- 7) If buyer plans to show said \_\_\_\_\_ puppy, does not guarantee that the puppy will become a champion.

8) IF THE BUYER (S) PREFERS COMMERCIAL SHIPMENT: The Seller will arrange air shipment for the said puppy, however, the Buyer(s) will pay the cost of any and all arrangements and expenses for commercial shipment of the said puppy. The puppy will be shipped Airfreight. The Seller prefers not to commercially ship a puppy before 8 weeks. The Seller encourages all shipments to take place prior to 12 weeks. The Seller shall not be responsible for the safety of the puppy while in transit to the Buyer(s) place of residence, to include any and all incurred injuries as a result of transportation accidents.

9) The buyer(s) agrees to provide annual vet exams, including heartworm checks and preventatives, to do all vaccinations yearly, and keep them. Failure to comply with and provide documentation of these requirements voids all guarantees. The Buyer(s) further warrant that the puppy will be kept in appropriate conditions for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Puppy will receive regular booster vaccinations. Puppy will receive all necessary veterinary care to maintain its good health. Remember to keep you puppy clean (see #5).

10) We no longer vaccinate puppies under 4 months of age due to so many in the past have been over vaccinated once adopted. However, if you are purchasing a puppy older than 4 months, vaccinations will have started. Deworming is still done on normal schedule.

11) Buyer(s) understands this puppy is never to be left outside unattended. Cocker Spaniels can dig, jump and find there way out.

12) No replacement for temperament as this is environmental and buyer(s) responsibility. As responsible breeders we expect that this puppy be properly socialized and attend a puppy obedience classes. As breeders we do everything possible as to breed dogs of sound mind (temperament) and body. Some responsibility is the buyer(s) as to proper feeding, exercise, socializing and training, of which all have a bearing on the end results of a sound adult dog. Seller(s) are not responsible for any damage the puppy might do at any given age.

13) If said puppy becomes lost or stolen, Buyer(s) agrees to notify Seller immediately. Seller will not be responsible for this loss and Seller will not refund the purchase price of the puppy, nor will Seller give another puppy for replacement Buyer(s) also agrees not to sell, trade or dispose of this puppy. We recommend that your puppy be micro-chipped.

14) If, at any time, Buyer(s) are unable or unwilling to care for this dog, Buyer(s) agrees to contact and return said puppy to Seller. Neither REFUND, NOR REPLACEMENT OF PUPPY WILL BE GIVEN.

15) Buyer(s) agrees to and understands(s) the following conditions: The puppy shall not be sold, leased or given to any pet shop or research establishment. The puppy shall not be sold, given or donated to any person without the Seller's prior knowledge and consent. Buyer(s) further agree that said puppy should not be used for medical or any other experimental purposes or sold to supplier, wholesaler, shelter, pound, or humane society.

16) Buyer(s) agrees to notify Seller within 10 days of any change of address or phone #

17) It is also understood that the Seller may examine and make inquiries about said puppy at any time. If not satisfied with the condition of the puppy or the conditions in which it is kept, said puppy can or may be removed immediately. NO REFUND OR REPLACEMENT OF PUPPY WILL BE GIVEN. Any veterinary services needed due to negligence or lack of care, will be the buyer(s) responsibility and payable to Seller.

This contract contains the entire agreement between the parties and no statement or verbal agreements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties. Violations of this Contract will constitute BREACH of CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of the puppy to the Seller.

I have read and understand the stipulations of the Contract and voluntarily agree to all elements, stipulations and provisions herein.

Printed Name of Buyer: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

Printed Name of Seller: \_\_\_\_\_

Signature of Seller: \_\_\_\_\_

DATE: \_\_\_\_\_

A copy of this completed Contract with both Buyer and Seller's signatures will be provided to the Buyer.

*Please stay in touch with us and let us know how you and your new family member are doing. Please, by all means, send pictures or visit us anytime. I am willing to help you train your new family member and will give you free classes. Just call in advance to schedule. Here at Happy Cockers, we hold birthday parties for our little ones when able. We would love for you to attend and will notify you of the details. It's a lot of fun to get the litter back together once a year.*

*Visit us often at [www.happycockers.com](http://www.happycockers.com) or email us anytime [puppies@happycockers.com](mailto:puppies@happycockers.com) or [mandy@happycockers.com](mailto:mandy@happycockers.com) Thank you and good luck*