



PUPPY SALES CONTRACT

Seller Name: Justine Stewart - Owner of Valley of the Kings Newfoundlands

Address:

Phone:

Buyer Name:

Address:

Phone/Email:

Date of Pickup:

Terms: Registration: () Full (✓) Limited

Price: \$4,000

Deposit paid: \$500 **Date:**

Balance due: \$3,500 **Date Paid:**

DESCRIPTION OF THE PUPPY/PUPPIES OR DOG

Breed: Newfoundland

Gender: () Male () Female

Color:

DOB:

Litter Number:

Registration Number:

Sire:

AKC#:

Dam:

AKC#:

Proposed use of the puppy/dog.

- ☒ Pet or family companion
- ☐ Performance competitions
- ☐ Conformation events or dog shows
- ☐ Breeding

SELLER AGREEMENTS

1. This puppy/dog is a purebred Newfoundland. This puppy/dog is of typical temperament and structure and embodies the basic standards of the Newfoundland breed.
2. The pedigree furnished is correct.
3. The puppy/dog is registered with the AKC.
4. The puppy/dog will come with pre-paid AKC Registration. The registration is limited. Puppies/dogs sold on limited registration may not be shown in AKC conformation shows or bred. The Buyer's understanding and acceptance of this condition are signified by signing this document.
5. The puppy/dog's sire and dam are both free of hip dysplasia and come from many generations of puppies/dogs who are also free of hip dysplasia. The puppy/dog is expected to be free of hereditary crippling hip dysplasia. However, no guarantee of such is or can be made, or intended herein.
6. The puppy will have a health check and all appropriate vaccinations and worming prior to being placed in a home. This includes a 12 point physical (eyes, ears, mouth, respiratory, cardiovascular, nervous system, lymph nodes, urogenital, body condition, temperature pulse, abdominal organs, skin and hair coat). The Seller will supply the Buyer with a current health record for the puppy.
7. Puppies are sold on a 72 hour trial basis, during which time the Buyer's veterinarian can examine the puppy. If the Buyer is not completely satisfied with the puppy, it may be returned at the Buyer's expense within three days from the date of sale for a full refund.
8. The puppy is guaranteed against genetic heart defects and crippling hip and elbow dysplasia up to 12 months of age. Crippling hip or elbow dysplasia is defined for these purposes as changes in the hip or elbow joints that are manifested by debilitating lameness and an inability to function as a pet. If the above conditions are apparent, the Buyer must notify the Seller in writing, with a statement verifying the condition by the Buyer's examining veterinarian. The Buyer must also send radiographs of the puppy to the Seller taken by the veterinarian of the Seller's choice for a concurring opinion, which radiographs and opinion will be obtained at the Buyer's sole expense. If both veterinarians concur, the Seller will replace the dog with one of equal quality at the discretion of the Seller. A replacement puppy will be provided as soon as a suitable replacement puppy is available.

A replacement puppy is the sole remedy available to the Buyer under this Paragraph 8. The Buyer will not be entitled to a cash reimbursement for all or part of the purchase price. This guarantee is null and void if the puppy/dog has been used for breeding. The Seller is not responsible for any veterinary bills incurred by the Buyer with regard to this dog. In the event the Buyer's and Seller's veterinary opinions do not concur, the disagreement shall be resolved in favor of the Seller and the puppy shall be deemed as not having a genetic heart defect and/or crippling hip and/or elbow dysplasia.

9. The Seller in no way guarantees that this puppy/dog shall win, or be competitive, in conformation and/or performance events. (See Seller agreements, Paragraph 4, above, for prohibition on showing in AKC conformation shows or bred.)

10. No other warranties or guarantees, expressed or implied, are made under this contract except as specifically stated in this Puppy Sales Contract.

BUYER AGREEMENT

1. The Buyer agrees that the puppy is being purchased for the Buyer and the Buyer is not acting as an agent for another person.

2. The Buyer agrees that this dog will never be used or sold for any retail activity such as puppy mills, pet stores or test labs.

3. The Buyer agrees that if at any time, and for any reason, he/she is unable to keep or properly care for the puppy/dog, they should contact the Seller to help with arrangements for re-homing of the puppy/dog.

4. The Buyer agrees to maintain, at the Buyer's expense, the puppy/dogs health with yearly vaccinations as specified by their veterinarian.

5. The Buyer agrees to keep the puppy/dog in an appropriate weight to maximize the puppy/dog's soundness and longevity. Should the puppy/dog be determined to be overweight, any and all guarantees and/or remedies set forth in Seller Agreements, Paragraph 8, above, are null and void.

6. Should the puppy/dog become ill or unsound, any and all costs of treatment will be the responsibility of the Buyer.

7. The Buyer will maintain the dogs health by keeping it in a clean, safe environment; appropriately brushing and grooming the dog, and training and socializing the dog.

8. The Buyer agrees to socialize, train, and keep the puppy/dog in a manner acceptable to the Seller.

9. If at any time, the Seller finds that the puppy/dog is being kept, treated, or allowed to behave in an unacceptable manner, the Buyer agrees to surrender the puppy/dog to the Seller. It shall include all of its registration documents, with ownership adequately signed.

10. The Buyer agrees to spay/neuter the puppy/dog at the appropriate time which is 12 to 18 months of age.

11. The Buyer agrees to NOT breed the puppy/dog at any time. In the event the Seller becomes aware that the Buyer has bred the puppy/dog, the Buyer will be required to pay the Seller an amount equal to the price of the puppy/dog stated herein as liquidated damages. Seller and Buyer agree that the amount of such liquidated damages is appropriate to compensate the Seller for damage to the Seller's breeding line/business caused by the Buyer's breeding of the puppy/dog.

Miscellaneous:

1. This Puppy Sales Contract shall be governed by and construed in accordance with the laws of the State of Montana.

2. This Puppy Sales Contract constitutes the final agreement between and supersedes all prior understandings and agreements between the parties, whether written or oral. This Puppy Sales Contract may be changed only by writing signed by both parties.

3. If any term of this Puppy Sales Contract is unenforceable, then this Puppy Sales Contract, and all of the remaining terms, will remain in full force and effect as if the unenforceable term had not been included.

IN WITNESS WHEREOF, this Puppy Sales Contract has been executed by the parties of the Date of Sale first above written.

Buyers Signature: _____

Date: _____

Breeder/Seller Signature: _____

Date: _____