

FANCY GARDEN SHIH TZU PURCHASE CONTRACT

Darrielle Hyman

(904)-485-7245

parisgirl08@yahoo.com

This agreement is made and entered into on _____ between Darrielle Hyman of Fancy Garden Shih Tzus and _____ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a Shih Tzu named _____ from the litter born on _____ out of _____ and _____.

For _____, the seller agrees to sell and the buyer agrees to purchase a female male puppy from the litter described above subject to the following terms:

1. Seller warrants that

 Full AKC registration papers will be provided to the Buyer at pickup/delivery

OR

 The buyer has decided to purchase this puppy for pet purposes only and no AKC registration papers will be provided as this puppy is not to be used for breeding or showing.

2. Seller warrants that the above-described puppy/dog is in good health at the time buyer assumes ownership. Buyer agrees to have the puppy examined by a licensed Veterinarian within 48 hours of purchasing puppy including an analyzed fecal exam.

If, as a result of the initial examination, the Veterinarian determines that the puppy is not in good health then the buyer shall elect to keep the puppy or return the puppy to the Seller for a refund. This contract does not cover hypoglycemia (low blood sugar), giardia, hernias or coccidiosis (loose stools). If the buyer elects to return the puppy, buyer shall, within 10 days send to the seller a written Veterinarian's certificate stating that the puppy was in ill health when examined as well as all medical records. Seller's veterinarian must confirm and agree with diagnosis. Upon receipt by Seller of said documents, buyer shall be obligated to return the puppy to sellers at buyer's expense. Upon receipt of the puppy, the seller shall be obligated to refund the purchase price of the ill puppy (excluding the deposit, shipping costs, and vet bills) and further performance under this contract shall be null and void. All action taken to return the puppy/dog shall be done with the best interest of the puppy/dog in mind.

3. Ownership of the puppy/dog will be transferred to the Buyer for the sale price of _____ to be paid as follows: nonrefundable deposit on execution of the Agreement with the balance of _____ to be paid by 8 weeks of age or cash at pickup or 3 days prior to shipping.

4. The Buyer understands that this puppy/dog is not guaranteed to be any specific size or color at adulthood. Colors can change as they age.

5. Buyer agrees that he/she will not resell this puppy/dog to any person, agent, or pet store.

6. Buyer agrees that in the case new owner cannot keep this puppy that he/she will be returned to seller or seller will be given first right of refusal. There is no refund given if puppy is returned.

7. Buyer agrees that the puppy will reside indoors at the home of the Buyer and will be provided with proper housing, a good quality diet, fresh water, proper vet care and exercise.

8. In the case that a life threatening hereditary disease is found within the 12 months of life a replacement puppy will be offered to buyer. We do not guarantee against undescended testicles, hernias, pinched nostrils or infertility.

This Agreement is made and signed by both parties to insure the wellbeing and protection of this puppy/dog. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

Buyer's Name (Printed) _____

Buyer's Address _____

Buyer's Signature _____ **Date:** _____

Darrielle Hyman of Fancy Garden Shih Tzus Signature: _____ **Date:** _____