

**KERRYFIELD Kerry Blue Terriers**

**Virginia Harding**

**352-591-0513**

Kerryblu2@gmail.com

Micanopy Fl

**CONTRACT FOR SALE OF THIS DOG AS FAMILY COMPANION**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

BUYER: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ . Cell # \_\_\_\_\_

Email \_\_\_\_\_

SELLER: Kerifield Kerry Blue Terriers -Virginia Harding of Micanopy FL.

Upon PAYMENT of the sum of \$\_\_\_\_\_ (purchase price) paid by Buyer to Seller, receipt of which is hereby acknowledged, Seller grants and sells transfer of ownership of the following Dog to buyer:

BREED: KERRY BLUE TERRIER PUPPY.

SEX: \_\_\_\_\_

DOB: \_\_\_\_\_

AKC # \_\_\_\_\_

AKC name: \_\_\_\_\_

Microchip: \_\_\_\_\_

Other notes and bills:

Both parties accept and agree to be bound by the following terms and conditions governing the purchase and sale of This Dog:

### **1. DEPOSIT, Payment and Purchase Price, Fees**

Buyer has paid a deposit of \$\_\_\_\_\_ (cash, check, Zelle, other) with payment of the balance of \$\_\_\_\_\_ due upon release of This Dog to Buyer. The mutually agreed upon delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree in writing beyond the execution of the agreement. Payment of the balance may be made by cash, cashier's check, PayPal (3.5% fee added).

Buyer acknowledges and agrees that the buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of This Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within TEN 10 days after the 8 week vet exam or deposit made, whichever is last. At which time Seller has the right to offer This Dog up for sale to another family.

In the event that This Dog is not available due to sickness, death, quality or any other circumstance due to the fault of the Seller, statement by veterinarian or acts of God, Buyers deposit will, at Buyer's option, either be refunded, or transferred to another available puppy within 6 months. In the event no other acceptable puppies are available, deposit will be refunded.

A boarding fee of \$10 per day will be charged for each day This Dog is boarded by Seller past the 10 day date This Dog received its 8 week vet exam or 10 days after initial deposit made (whichever is last), unless Buyer and Seller agree to alternate terms evidenced in writing, and dated by both parties. Buyer will be responsible for all normal medical bills such as shot updates, etc while boarding in seller's care. Seller will be responsible to keep puppy healthy. Seller will not board sold puppies past the age of 16 weeks.

### **2. Transfer of Ownership and AKC Registration**

Upon Payment in full of the Purchase Price, Seller shall promptly take all actions required to officially transfer Ownership and AKC limited registration of This Dog to Buyer as agreed.

### **3. Seller's Representation and Warranties to Buyer:**

- (a). Virginia Harding is the legal and true owner of the Dog or Seller has the full right and authority to sell This Dog
- (b). This Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c). This Dog is the breed and true offspring of the sire and dam referenced on page 1 of this agreement.
- (d) This Dog is in good health and free of communicable diseases at the time of this sale as shown by a current Florida health certificate issued by a licensed veterinarian and provided to buyer with This Dog.
- (e) Seller gives Buyer TWO 2 business days from the delivery date to have This Dog examined by a licensed veterinarian, at Buyer's sole cost. If This Dog fails the examination, Buyer may return This Dog (at buyer's expense) with a written statement from the veterinarian, for a full refund or exchange of equal puppy if available. Failure to have the dog examined within 2 TWO business days will nullify this part of the warranty. Should buyer wish to keep puppy, no replacement will be given and medical cost and treatments are sole responsibility of the Buyer. Buyer releases and holds harmless Seller from any liability resulting from any and all health issues and medical cost.

(f) RETURN/REFUND: Seller retains first right of refusal. Should buyer not want to keep puppy, seller will take the dog back at any time during the Dog's lifetime for any reason. Seller will not issue a refund upon the return of the dog except for the health guarantee. (See g) If This Dog is young (6 months or less) and is in a healthy condition and sound mind to be resold, buyer will receive 75% of whatever the new purchase price (set and received by Seller) is minus any and all expenses Seller occurs during this time. This refund shall be issued to buyer only after new sale is complete. Any puppy returned over 6 months of age or after 30 days from purchase(whichever is later), no refund will be given. Should Seller receive This Dog back, Buyer will provide the Seller with any and all documentation for This Dog, including medical records and registration papers as well as transfer form for microchip.

(g) HEALTH GUARANTEE: Seller guarantees This Dog for one year. Should This Dog develop any genetic abnormality (pre- existing conditions excluded), that would significantly shorten the lifespan of This Dog, attested to in writing to Seller by Buyer's veterinarian, and canine specialist, and/or seller's choice of a 2nd opinion veterinarian, the seller will provide buyer with a replacement dog upon return of the original Dog. OR if Buyer wishes to keep This Dog, Buyer can make satisfactory arrangements to seller to provide high quality medical care to This Dog at Buyer's expense and maintain custody of This Dog. For the first year, Seller may pay UP TO FULL purchase price in refund. This is upon proof of medical bills from 2 like opinions from two veterinarians from two separate practices showing statements of a proven life threatening or life altering genetic disorder that will shorten the lifespan or cause lifetime health issues that lessen dogs quality of life and ability to normal life. One of the opinions must be that of a veterinarian that seller approves or seller's vet. Seller will not refund more than the medical bills for treatment or purchase price, whichever is less. We are not responsible for injuries, tear stains, neglect, seizures from head injuries or toxic items, or hypoglycemia(brought on by stress or lack of eating)

(h) Seller does not guarantee This Dog against any health related problems or death caused from vaccines, heartworm prevention, or flea/tick treatments (oral or topical). This includes symptoms of kennel cough after puppy has received the vaccine. Seller does NOT give puppy shots any sooner than 3-4 weeks apart.

#### **4. Buyers Representations to Seller:**

(a) Buyer will maintain This Dog in good health, including keeping up with parasites, internal and external, removing extra puppy teeth, keeping teeth clean, keeping up heartworm prevention and rabies vaccine per law.

(b) This Dog will reside inside the home of the Buyer and his/her family. Dog will not be allowed to roam free outside at will and will not be permanently chained or tethered outside. Dog will be kept free of gross matting and not allowed to sit in his/her feces/urine for long hours.

(c) Buyer will provide the Dog with nutritious high quality food and keep This Dog coat groomed and free of matts and debris. Buyer will provide necessary veterinary care, including routine fecal checks and dental care (extractions of puppy teeth and dental work are buyer's responsibility).

(d) Buyer will not sell, release This Dog to a pet shop, puppy mill, retail store, dog dealer, animal testing facility, research facility, or agent for any such facility and is not an agent for another person or business.

(e) Buyer will NOT breed This Dog to any dog of any breed. This Dog may be spayed/neutered. Seller may seek recourse in court of up to \$15000 for This Dog being bred as well as repossess This Dog. Seller does not guarantee incontinence due to early spay.

(f) Buyer will return dog to seller if Buyer can't keep This Dog at anytime during dogs life, unless other satisfactory arrangements are made to place Dog elsewhere. This Dog is not to be surrendered to rescue or human society.

(g) Buyer will seek proper training to ensure the temperament of This Dog is fit for his/her family. Training and Behavior issues are the responsibility of the buyer to correct and train once in buyers care. Seller recommends "Doggy Dan online videos"

## 5. Indemnity and Release

If any action or failure to act on the part of the Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and pay all of Sellers cost and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by This Dog after placement with Buyer, including but not limited to damage to or destruction of property, and injury to any person.

## 6. Disclosure

It is the Buyer's right, pursuant to section 828.29 of the Florida Statutes to receive a certificate of veterinary inspection with each Dog or Cat purchases from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the Buyer purchases the animal and find it to have been unfit for purchase as provided in section 828.29(5) of the Florida Statutes, the Buyer must notify the Seller within 2 two business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

## 7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of Florida.

## 8. Entire Agreement

This agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations, or warranties, express or implied, unless specifically stated in this agreement. Seller and Buyer further intend that this agreement be fully binding between parties and agree to be held to the terms of this agreement.

Buyer x: \_\_\_\_\_ . Date \_\_\_\_\_

Buyer print: \_\_\_\_\_

Seller x: \_\_\_\_\_ . Date \_\_\_\_\_

Seller: x Virginia Harding