

# DIAMOND DACHSHUNDS

## SALES AGREEMENT CONTRACT

I, Sheryl L. Scott, the Breeder/seller, of Ryndon, County of Elko, State of Nevada, Do here by agree to sale one (1) canine of the following description:

Breed: Dachshund Sex: \_\_\_\_\_ Color: \_\_\_\_\_ Pattern: \_\_\_\_\_ Date of Birth: \_\_\_\_\_.

This canine is being sold with full AKC Registration papers and with full breeding and showing rights.

Avid Id number #: \_\_\_\_\_ (If Available) Canines Call Name \_\_\_\_\_ (If Named)

Sire: \_\_\_\_\_ AKC Number: \_\_\_\_\_.

Dam: \_\_\_\_\_ AKC Number: \_\_\_\_\_.

Total Cost of above Canine: \$ \_\_\_\_\_ (Not including delivery or shipping costs) Make payable to: Sheryl Scott

Delivery Fee: \$ \_\_\_\_\_ (If Needed)

Non-Refundable/Non Transferable Deposit: \$ \_\_\_\_\_ (If one was paid) Date Paid: \_\_\_\_\_.

Remaining Balance \$ \_\_\_\_\_, is to be paid in full prior to the buyer receiving the canine.

Buyers E-Mail Address: \_\_\_\_\_.

I, \_\_\_\_\_ the Buyer, of \_\_\_\_\_ City/town, County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby agree to buy the above mentioned Canine, and agree to the following terms and conditions:

The Canine listed above is in good health at the time of the sale, and embodies the characteristics of the breed named above.

This Canine is purebred with AKC registered parents.

The Buyer agrees to provide a suitable and safe home for this canine.

The Breeder guarantees the above described canine to be in good health at the time of pick up or delivery.

The Buyer understands that the Avid ID number for this canine will not be transferred out of the Breeders name, and will remain in the Breeders name for as long as the canine lives. Buyer is responsible for notify the breeder of any address/phone number changes, this helps in the return of the canine should it become lost or stolen.

The Buyer agrees that after taking possession of this canine, under no circumstances will the buyer sell, given away, or otherwise place this canine in another home. The Buyer further agrees, that if at any time, they can no longer keep this canine, the Buyer is to return the canine to the Breeder, with the understanding no monetary compensation will be given. the Buyer will be responsible for all expenses in the return of this canine.

The Buyer is to have this Canine examined by a veterinarian of their choice within 72 hours of delivery. Failure to do so will void its guarantee's.

The Breeders Guarantee's is good until the canine is 2 yrs of age, and is for fatal and life altering congenital diseases which adversely affect the health of the animal. Does not include viral illnesses, infections, improper bites, hernias, cryptorchidism, infertility, hypoglycemia, ear mites, intestinal parasites, including giardia or coccidia. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury. The Breeder has done everything possible to produce healthy sound canine's both by breeding only dogs that are free of hip, elbow, and spinal disc dysplasia, and by raising the canine in the best way possible in regards to diet, exercise, socialization and veterinary care.

If the Canine is found to have a fatal or severe life-altering genetic defect, that is diagnosed by the Buyers licensed veterinarian, the buyer has two (2) business days to notify the Breeder of their Veterinarians findings in writing, and the puppy will be returned to the breeder with-in 10 days after that exam. In the event of the puppy's death a necropsy must be performed to determine the cause of death and the buyer will be responsible for these charges. Breeder is in no way responsible for payment of this exam, or any other medical or veterinarian charges. The Buyer understands that the Breeder offers NO Cash Refunds, If the buyer qualifies for a puppy replacement then the purchase price will be put towards another Canine of equal or lesser value when one becomes available, under no circumstances will refunds be made in lieu of a replacement. If Buyer rejects a replacement puppy, all sales become final. The Buyer is responsible for all expense in the return of the Canine. Under NO CONDITION will the breeder replace this canine, where the breeder was not advised of its being ill beforehand, or "put to sleep" without the breeders permission.

All appropriate shots for the canine's age have been given, and a record of this vaccination history is supplied at time of delivery.

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise and feedings schedule, recommended by the Buyers veterinary.

The Breeder can offer no further guarantees once the care of the canine is no longer under their control. Therefore, The Breeder does not make any guarantees as to the canine's adult size, weight, hair coat, skin conditions, temperament, breeding ability, or training ability of the canine, The Breeder neither makes nor implies any warranties or guarantee's, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness.

It is further agreed that the buyer and all associated with them, will never slander the breeder in public forums, Facebook, Twitter, websites, or any internet media, etc. Should this happen, the Buyer understands and agrees to pay the Breeder a sum in the amount of \$10,000; and if not paid with ten (10) days of demand from Breeder a lawsuit of slander for that amount or more will be filed against them.

This document constitutes the entire agreement between the Breeder and Buyer with legal respect to this sale. If there are any disagreements or discrepancies, they must be handled in the state of Nevada and the county of Elko, at the buyer's expense in regards to all legal fees.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_

Buyer's Signature: \_\_\_\_\_

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

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

Phone numbers (Home): \_\_\_\_\_ (Cell): \_\_\_\_\_

Breeders / Seller Signature: \_\_\_\_\_.

Address: 753 Ryndon Unit 10

City, State, Zip: Elko, NV - 89801

Phone number: 775-340-8128