

Sales Contract

The pup/dog sold within this contract is subject to all stipulations below. This is a legal and binding sales contract between buyer(s) and seller, and shall be treated as such. If any litigation should arise, all sales are warrantied under Iowa law only, and will be filed and heard at the county seat from which the pup/dog was sold, Lucas County, Iowa.

Please read each paragraph **carefully** and initial next to the number to signify you understand and agree. No pup/dog will exchange hands without all paragraphs initialed and contract signed.

This contract is to be read and filled out by the buyer(s) in it's entirety as directed above, if the buyer(s) are not present at seller's property at time of sale. It will then be mailed to the seller for signing. It is not a legal and binding contract until such time as both buyer(s) and seller have all signed and dated it. Mailing information is under seller signature in this document. A copy will be given to the buyer(s) and the original will remain with the seller.

1. Seller agrees to assure, to the best of her ability, that she is turning over a pup/dog, chosen by the buyer, to be in good health. It is understood by both parties that, because life is not absolute, unforeseen health issues could arise. The buyer therefore agrees to issue a written guarantee of health that is commiserate to the purchase option package agreed upon by both parties.
2. Seller agrees to turn over all paperwork upon payment in full of said pup/dog being contracted for, and identified, just above the signatures at the end of this contract. "All paperwork" includes: AKC registry papers, health records, written health guarantee commiserate to purchase option package agreed upon, pedigree, a veterinary certificate of health from seller's veterinarian, and copies of any and all contracts signed by either party.
3. Seller agrees to remain available both before and after sale of pup/dog to answer any questions for the buyer to the best of her ability for the life of the pup/dog. Seller further agrees to stand behind her written health guarantee presented with pup/dog at time of sale.
4. Seller agrees that if, for unforeseen reasons, buyer is unable to keep the pup/dog, she will allow return of pup/dog to her, will help buyer find another approved home, and if she is able to recover the original purchase price, will forward the amount to the buyer, minus the \$75 deposit originally paid. If seller is unable to place the pup/dog into a new approved home for original price, she will forward whatever amount she is able to retrieve (if any), minus the original deposit amount, to the original buyer.

5. Buyer agrees to pay a fifty dollar (\$75.00) non-refundable deposit to hold pup/dog of their choice and to pay balance due in full on or before agreed date for physical pick up. (As applicable to buyer)

6. Buyer agrees to a minimum of 3 days notice to seller of scheduled physical pick up date of pup/dog to allow seller time to schedule a vet appointment to procure a veterinarian health certificate. If buyer does not allow that time, they will have to sign a waiver to bypass it, but will still be required to have their own vet do a well pup exam to keep the written health guarantee in force. The buyer also agrees to provide seller with a copy of their veterinarian statement, that the pup/dog received it's wellness exam stating the findings of their veterinarian, by mailed hard copy or scanned e-mail copy of the original document.

7. Buyer agrees to give good and reasonable care and vaccinations per their veterinarian's advice as needed throughout the pup/dog's life with them. Buyer understands that the pup/dog they are receiving is a living creature who needs, love and discipline to maintain a happy life. The Buyer(s) agrees to provide that to the best of their ability. **Buyer understands the accompanying health guarantee and that no cash refunds are given under any circumstances, with the exception as noted in paragraph 4.**

8. Buyer agrees to notify seller if they are unable to keep said pup/dog for the remainder of it's life after purchase and to make arrangements to return the pup/dog to seller, to find an approved home willing to sign a new contract through the original Seller/Breeder, or to place the pup/dog with a local breed rescue only if Seller/Breeder is no longer able to have dogs or no longer living. Buyer agrees never to place pup/dog in a county shelter or humane society for any reason.. Local breed rescues can be found by contacting the breed registry for your pup/dog's specific breed.

9. Buyer certifies that he/she is not a paid worker or volunteer for any animal rights groups (e.g. Humane Society, SPCA, PETA, etc., national or local level) whose sole purpose is to purchase puppies in an undercover capacity to interfere with the livelihood of breeders. To initial this paragraph shows understanding you are subject to federal fraud charges if you are found to be said worker or volunteer as listed in this paragraph.

10. Retired adults are sold under this contract on a 2 week trial basis to assure they will work out in their new home. The sale fee will be held until the end of the two week trial period. If the dog does not work out it is to be returned to DePayne Kennel by the buyer and a full refund will be issued. Buyer is aware that retired adults are not house trained or only partially house trained at time of sale. If sold prior to spay/neuter, new owner will not spay/neuter said dog prior to the end of the 2 week trial period. A \$75 spay/neuter deposit will be paid at time of sale on unaltered adults and will be refunded

to buyer upon receipt of spay/neuter certificate. Health guarantee for adults will differ from puppy health guarantees and will include any known health issues that may be a fairly common affliction of advancing age (i.e. thyroid, arthritis).

Pup Name: _____ (Kennel name) (or)
Dog Name: _____ DOB: _____
Sex: F Breed: Dachshund Color: _____
Reg. No: HP Micro Chip No: _____
Sale Price: \$ + sales tax \$ Chip Fee: \$ Total: _____
Deposit paid \$ Balance due \$ _____

Buyer(s) Signature(s)

Buyer(s) Printed Name(s)

Buyer(s) Address

Buyer(s) Phone Number(s) Date

Seller/Breeder signature: _____
Depayne Dachshunds
57233 140th Ave.
Lucas, IA 50151
515-313-5489 depayne04@hughes.net

This document should contain 3 pages. Neither party should sign if all pages are not present. Page 1 contains 3 non-numbered paragraphs of explanation of contract and paragraphs 1. through 4. Page 2 contains paragraph 5. through part of paragraph 10. Page 3 contains the remainder of paragraph 10. and the information on the pup or dog herein, and signatures and contact information of all parties.