

# Mare-bella Dachshunds

## CONTRACT FOR THE PURCHASE OF A NON-BREEDING DACHSHUND

### TERMS OF SALE

I, MARY RECORD, RESIDENT OF THE STATE OF MICHIGAN, DO SO ON THIS DAY OF \_\_\_\_\_, 20\_\_\_\_ AFFIRM THAT I AM THE LEGAL OWNER AND/OR BREEDER OF \_\_\_\_\_ WHO IS A PUREBRED, MINIATURE DACHSHUND \_\_\_\_\_ MALE /FEMALE \_\_\_\_\_, \_\_\_\_\_ COAT, \_\_\_\_\_ COLOR, AND \_\_\_\_\_ PATTERN.

DATE OF BIRTH OF DOG: \_\_\_\_\_  
NAME OF DOG: \_\_\_\_\_

ON THIS DATE, I DO SO SURRENDER MY OWNERSHIP UNDER THE FOLLOWING TERMS OF SALE TO THE BUYER(S):

THE ABOVE NAMED BUYER(S) ACCEPT THE FOLLOWING CONDITIONS OF SALE:

1. THE BUYER(S) AGREE THAT THIS DOG IS BEING PURCHASED FOR THE SOLE PURPOSE OF A COMPANION PET AND, THAT THE BUYER(S) HAVE NO BREEDING RIGHTS WITH THIS DOG IN ANY FORM INCLUDING BUT NOT LIMITED TO: ARTIFICIAL INSEMINATION (AI), CLONING, HARVESTING THIS PUP/DOG'S SPERM/OVA, AND/OR GENETIC MATERIALS FOR THE PURPOSE OF BREEDING/REPRODUCTION.  
2. THE BUYER(S) AGREE THAT THEY MAY NOT TRANSFER OWNERSHIP OF THIS DOG TO ANY OTHER PERSON FOR THE PURPOSE OF BREEDING/REPRODUCTION. IN THE EVENT THAT THE BUYER(S) NEED TO RE-HOME THIS DOG, THE BUYER(S) MUST FIRST OBTAIN THE WRITTEN CONSENT OF THE SELLER - MARY RECORD AND THE DOG MUST BE SPAYED/NEUTERED PRIOR TO BEING REHOMED.  
3. THE BUYER(S) AGREE THAT THEY MUST SPAY/NEUTER THIS DOG BY THE FIRST BIRTHDAY OF THIS DOG. THIS DOG WAS BORN \_\_\_\_\_, 20\_\_\_\_ AND THEREFORE, MUST BE SPAYED/NEUTERED BY \_\_\_\_\_ 20\_\_\_\_ AND, THAT THE BUYER(S) MUST PROVIDE PROOF OF SPAY/NEUTER TO THE SELLER- MARY RECORD, OR AN AGENT ACTING ON HER BEHALF, BY WAY OF RELEASE OF VETERINARY RECORDS, BILL FOR THE SPAY/NEUTER, INSPECTION BY SELLER, AND/OR INSPECTION BY AN AGENT ACTING ON BEHALF OF THE SELLER. THE BUYER(S) UNDERSTAND THAT SUCH INFORMATION AND/OR INSPECTIONS MAY OCCUR ANYTIME AFTER THE DOG IS 1 YEAR OLD WITHOUT NOTICE TO THE BUYER(S). FAILURE TO SPAY/NEUTER AND/OR FAILURE TO PROVIDE THE SELLER PROOF OF SPAY/NEUTER WILL RESULT IN THE IMMEDIATE SURRENDER OF THIS DOG BACK TO THE SELLER AND/OR CIVIL PROSECUTION FOR BREACH OF CONTACT.

(B) IN THE EVENT THAT THIS DOG HAS Sired A LITTER OR BORN A LITTER, THE BUYER(S) UNDERSTAND THAT ALL PUPS BORN ARE THE SOLE PROPERTY OF THE SELLER -MARY RECORD AND, THAT THE BUYER(S) WILL BE HELD LIABLE FOR THE VALUE OF EACH AND EVERY PUP BORN AT A RATE OF \$10,000.00 U.S. FUNDS FOR EACH PUP BORN AND, THAT THESE FUNDS SHALL BE PAYABLE TO THE SELLER - MARY RECORD IMMEDIATELY AFTER THE BIRTH AND, THAT THE ORIGINAL DOG SOLD SHALL BE IMMEDIATELY SPAY/NEUTERED AT THE BUYER(S) EXPENSE. FURTHERMORE, THE SELLER - MARY RECORD SHALL BE HELD NOT LIABLE FOR ANY COSTS ASSOCIATED WITH THIS ILLEGAL BREEDING BY THE BUYER(S) AND THE BUYER(S) WILL ASSUME ALL COSTS ASSOCIATED WITH THE BREEDING OF THE PUP/DOG INCLUDING ANY RECOVERY COSTS BY THE SELLER - MARY RECORD. THE BUYER(S) UNDERSTAND THAT THIS MAY ALSO INVOLVE CIVIL ACTION(S) BEING FILED AGAINST THE BUYER(S).

**\*\*PLEASE BE ADVISED OF THE FOLLOWING:**

IF YOUR PUP/DOG WAS SOLD FOR BREEDING PURPOSES WITH CONSENT THE COST WOULD BE STARTING AT \$10,000.00 U.S. FUNDS AND UP. THE TERMS OF THIS NON-BREEDING CONTRACT CANNOT BE CHANGED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SELLER - MARY RECORD. ADDITIONALLY, PAYMENT OF \$10,000.00 TO THE SELLER - MARY RECORD DOES NOT CONSTITUTE PERMISSION TO BREED THIS PUP/DOG IN ANY FORM WITHOUT SUCH LETTER OF WRITTEN PERMISSION FROM MARY RECORD VIOLATION OF THESE TERMS AND BREEDING THIS DOG IN ANY FORM WILL RESULT IN A LEGAL ACTION BEING FILED AGAINST YOU:

### WARRANT OF HEALTH

A) THE SELLER WARRANTS THAT THIS DOG TO THE BEST OF THE SELLERS KNOWLEDGE IS HEALTHY AND FIT OF SALE AND THAT THIS DETERMINATION HAS BEEN MADE BY THE FOLLOWING:

THE DOG HAS RECEIVED THE APPROPRIATE AGE VACCINATIONS, WORMING(S), TREATMENTS AND, THAT A THOROUGH HEALTH EXAMINATIONS BY A LICENSED VET HAS BEEN DONE TO RENDER THE DOG HEALTHY AND FIT FOR SALE. ANY PUP SOLD, UNLESS OTHERWISE STATED, WILL LEAVE WITH 1ST SET OF SHOTS, THOROUGH VET CHECK AND WORMING(S). ANY HEALTH RECORDS WILL BE SURRENDERED AT TIME OF PICK-UP AFTER FULL RECEIPT OF ALL MONIES OWING. THE SELLER RECOMMENDS THAT ALL DOGS BE SEEN BY THE BUYER(S) VET AT THE BUYER(S) DISCRETION AND EXPENSE WITHIN THE FIRST 72 HOURS OF PICK-UP. THE SELLER WARRANTS THAT IF IN THE UNLIKELIHOOD SOMETHING IS FOUND WRONG BY A LICENSED VET WITHIN THE FIRST 72HOURS OF OWNERSHIP THAT WOULD RENDER THIS DOG UNFIT FOR SALE AND, EVIDENCED BY VET CERTIFICATE AND/OR MEDICAL PROOF, AND THAT THIS DEFECT WOULD SEVERELY INTERFERE WITH THIS DOG'S ABILITY TO HAVE A NORMAL HEALTHY LIFE, THE SELLER SHALL ONLY BE HELD LIABLE TO REFUND ONLY THE AMOUNT ORIGINALLY PAID TO THE SELLER FOR THE DOG OR, THE SELLER WILL REPLACE THE DOG WITH ANOTHER DOG OF EQUAL VALUE FROM THE BREEDERS STOCK. ALL GUARANTEE IS WITHIN THE FIRST YEAR OF THE LIFE OF THE DOG. THE SELLER IS NOT LIABLE FOR ANY COSTS ASSOCIATED OR INCURRED BY THE BUYER(S). THE SELLER WILL NOT ASSUME ANY LIABILITY NOR WILL REFUND ANY MONIES DUE TO THE BUYER(S) NEGLIGENT CARE OF THE PET, ACCIDENTS, NOR FAILURE TO PROPERLY CARE FOR THE DOG.

AFTER 72HRS FROM DATE OF SALE NO MONEY WILL BE REFUNDED AND THE BUYER(S) ACCEPTS THE DOG AS IS.

B) THE BUYER(S) UNDERSTAND THAT THIS DOG WILL NEED YEARLY VACCINATIONS AND OTHER TREATMENTS AND ITEMS DEEMED NECESSARY BY HIS/HER VET. THE SELLER IS NOT LIABLE FOR ANY FURTHER COSTS OF ANY KIND ASSOCIATED WITH THIS DOG AND, THAT THIS TERM SHALL BE BINDING FOR THE ENTIRE LIFE OF THE DOG.

C) THE SELLER DOES NOT WARRANT THAT ANY DOG SOLD IS SHOW QUALITY UNLESS ORIGINALLY SOLD AS A SHOW PROSPECT, AGILITY, AND/OR BREEDING DOG.

### REGISTRATION PAPERS

ALL DOGS ARE SOLD WITHOUT PAPERS UNLESS OTHERWISE ARRANGED AND STATED IN THE CONTRACT. IT IS OUR POLICY TO ONLY FURNISH PAPERS AND PEDIGREE WHEN A DOG IS PURCHASED FOR SHOW AND/OR BREEDING.

### DEPOSITS AND PAYMENT PLANS

TO HOLD A DOG BY DEPOSIT OR THROUGH A PAYMENT PLAN, ONE THIRD OF THE TOTAL COST OF THE DOG MUST BE PAID BY THE BUYER(S) AND, THAT ALL DEPOSITS ARE NON-TRANSFERABLE AND/OR NON-REFUNDABLE IF BUYER(S) CHANGE THEIR MIND OR DOES

NOT PAY THE ENTIRE AMOUNT OWING BY THE AGREED DATE OF PICK-UP. PUPS WILL NOT BE HELD AFTER AGREED PICK-UP WITHOUT PRIOR ARRANGEMENT AND, ANY DEPOSIT IS FORFEITED BY THE BUYER(S) AND THE PUP/DOG WILL BE CONSIDERED ABANDONED. NO PUP/DOG WILL BE ALLOWED TO LEAVE THE BREEDERS HOME UNTIL ALL MONIES HAVE BEEN PAID IN FULL. THERE WILL BE NO EXCEPTIONS TO THIS RULE FOR ANY REASON WHATSOEVER.

PICK -UP OF PUP/DOG

THE FOLLOWING TERMS SHALL APPLY:

1. ANY DOG THAT HAS BEEN FULLY PAID FOR BUT IS THEN NOT PICKED UP BY THE AGREED PICK-UP DATE, SHALL BE CHARGED A BOARDING FEE OF \$10.00 PER DAY UP TO 30 DAYS AT WHICH TIME IF THE PUP/DOG HAS NOT BEEN PICKED UP AND, ALL MONIES PAID FOR THE DOG AND THE BOARDING THEN THE DOG SHALL BE CONSIDERED AS "ABANDONED" AND SHALL BECOME THE SOLE PROPERTY OF THE BREEDER - MARY RECORD. NO REFUND WILL BE ISSUED FOR THE PRICE OF THE DOG NOR FOR ANY BOARDING FEES INCURRED.

DELIVERY

IF A DOG IS DELIVERED THE BUYER(S) WILL BE RESPONSIBLE FOR THE DISTANCE TO THE BUYER(S) HOME AND THE RETURN TRIP BACK TO THE SELLERS HOME. COST FOR THIS MUST BE AGREED UP FRONT AND ALL MONIES FOR DELIVERY AND THE PURCHASE PRICE OF THE DOG MUST BE RECEIVED IN FULL BEFORE THE DOG IS DELIVERED. ABSOLUTELY NO C.O.D DELIVERIES.

\*\*PLEASE NOTE THAT THE BUYER(S) MUST BE PRESENT TO EXCEPT DELIVERY OF THE DOG. THERE ARE NO EXCEPTIONS TO THIS RULE.

IS THIS DOG BEING DELIVERED? YES \_\_\_\_\_ NO \_\_\_\_\_. COST OF DELIVERY \$ \_\_\_\_\_ DELIVERY DATE: \_\_\_\_\_.

SUMMARY OF CHARGES:

DOG BASE PRICE:	\$ _____
+	
DELIVERY:	\$ _____
+	
REGISTRATION/PEDIGREE:	\$ _____
+	
OTHER _____	\$ _____
=	
TOTAL COST OF PUP/DOG:	\$=====
-	
LESS DEPOSIT:	\$ _____
=	
BALANCE DUE AT PICK-UP:	\$=====

RECEIPT OF THIS CONTRACT

THIS CONTRACT MAY OR MAY NOT BEAR THE HAND WRITTEN SIGNATURES OF THE SELLER AND/OR BUYER(S). ONCE THE BUYER(S) HAVE PAID FOR THE PUP/DOG AND REMOVE THE DOG FROM THE SELLERS HOME THEY HAVE ACCEPTED ALL OF THE TERMS OF THIS CONTRACT WHETHER OR NOT THEY SIGN THIS CONTRACT AND, THAT THE BUYER(S) UNDERSTAND THAT ALL OF THE TERMS OUTLINED IN THIS CONTRACT ARE BINDING FOR THE ENTIRE LIFE OF DOG. THE BUYER(S) THUS HOLD THAT THEY HAVE READ THIS CONTRACT AND/OR HAD IT TERMS EXPLAINED TO THEM BY THE SELLER AND, THAT THEY HAVE RECEIVED EITHER HARD COPY FORM OR HAVE RECEIVED IT THROUGH ELECTRONIC MAIL, (EMAIL, TEXT ETC.). THE BUYER(S) THUS AGREE THAT THEY ARE WILLINGLY OF THEIR OWN VOLITION ENTERING INTO THIS CONTRACT AND UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT AND IF THEY BREECH ANY TERMS THAT THEY WILL BE HELD TO IT'S TERMS AND, ANY OTHER REMEDIES FOR ANY BREECH AS OUTLINED IN THIS CONTRACT, LAWS OF CIVIL COURT AND/OR ANY OTHER REMEDIES THE COURTS OR HIS HONOUR THE JUDGE DEEMS JUST.

THUS, THE BUYER(S) UNDERSTAND THAT ANY VIOLATION OF THE TERMS SET FORTH IN THIS CONTRACT WILL CONSTITUTE BREECH OF CONTRACT AND WILL RESULT IN LEGAL ACTION(S) BEING COMMENCED AGAINST THE BUYER(S). THE BUYER(S) UNDERSTAND THAT IN THIS EVENT HE/SHE SHALL BE HELD FULLY LIABLE FOR ALL COSTS, PENALTIES AND ANY AND/OR ALL OTHER REMEDIES ASSOCIATED WITH THE BREECH OF CONTRACT.

SELLERS

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

BUYER(S) NAME(S)

\_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_

OUR SALE DOES NOT STOP HERE AS WE STAND BEHIND OUR PUPS/DOGS AND WE ARE HERE FOR YOU TO HELP YOU WITH ANY QUESTIONS, CONCERNS OR EMERGENCIES YOU MAY HAVE. PLEASE CONTACT MARY RECORD 24/7 AT: 9895064378 OR EMAIL: marebelladachshunds@gmail.com