

Mercury Standard Poodles

Bishop, Texas

Contract Of Sale Limited Registration



Definitions used herein include "BUYER" shall herein be defined as: _____

"Breeders"/ "Sellers" shall be herein defined as:

Angelica Delgado

502 E 6th Street
Bishop, TX 78343

"PUPPY" / "DOG" shall be herein defined as:

A Standard Poodle (Solid or Multi in color) puppy born _____,
(reg. Or litter number)

From(sire): _____

And (dam): _____

The Standard Poodle (Solid or Multi in color) puppy described above is being sold for the sum of \$XXX (\$XXX Deposit due when pup is 5 weeks old, \$XXX due by pick up date but no later than when pup is 10 weeks old). The puppy is defined here to be a Standard Poodle (Solid or Multi in color) puppy, which is in good health at the time of sale. This puppy is a purebred and is registrable with the American Kennel Club.

Puppy Registration: Limited

Sold as: Pet or performance with no breeding rights

Every effort has been made to ensure that each puppy we sell is healthy with stipulations (see* end of contract*).. The dam and sire of this puppy has had all current health tests recommended by the Poodle Club of America, United Poodle Association and Orthopedic Foundation of Animals (OFA).

SALES AGREEMENT (THE "AGREEMENT") FOR MALE/FEMALE PET PUPPY WITH NO BREEDING RIGHTS

I. CONSIDERATION

In consideration of the price of \$XXX to be paid to Seller, Seller will transfer Limited American Kennel Club (AKC) registration and temporary co-ownership of Dog to Buyer. Payment must be paid in full no later than the date of receipt of the Dog by Buyer. Payment is to be made in cash. If Buyer wishes to pay in advance, a transfer of funds via PayPal (friends and family) may be made a minimum of ten (10) days prior to receipt of the Dog is acceptable. If Buyer decides not to purchase Dog, for any reason (prior to obtaining Dog), all monies paid, less \$XXX, will be refunded. Buyer to pick up Dog shall be on or about_____. Should Buyer be unable to pick up Dog by this date, a \$10.00 per day boarding fee will be assessed until pick up date, and shall be paid to Seller unless otherwise mutually agreed upon in writing by both Parties.

Initial_____ Date_____

II. General Terms and Condition

With regard to the sale of the aforementioned Dog:

A) As of the date of this Agreement, Seller certifies Dog is in good health and free of communicable diseases with stipulations (see* end of contract*). Breeder will not be responsible for Parvo, Distemper or Canine Corona Virus after 5 days of pickup of the puppy. These are very contagious and can be contracted immediately after leaving the breeder. *Note: A diagnosis of Giardia, Coccidiosis, parasites, kennel cough or any other types of bacterial infection does not render your puppy unhealthy

B) Buyer has five (5) business days from receipt of Dog to have Dog examined by a veterinarian and to personally inspect the Dog. Any claims must be made within this time period and will be verified by Seller's own veterinarian.

C) Buyer may return Puppy/Dog to Seller for a full refund: \$XXX (less \$XXX) Only if Puppy/Dog is deemed unhealthy by a licensed veterinarian. Buyer agrees to pay all transportation costs to Seller.

D) Buyer is completely satisfied with and waives any and all claims regarding the dog's conformation or outward appearance upon initially receiving Puppy/Dog.

E) Buyer acknowledges and agrees Dog will have the Breeder's prefix (Mercury or Mercury's) at the beginning of the Puppy/Dog's AKC, UKC, ICE, IABCA, FCI and any other dog breed registries and/or organizations. Breeder agrees the call name may be whatever Buyer chooses as long as it is within good taste.

F) Seller has a lifetime "home again" policy. If Buyer cannot keep Dog for any reason or if Buyer chooses to place the Dog elsewhere, for any reason and at any time for the life of the Dog, Buyer agrees to contact Seller as soon as reasonably possible and agrees to give Seller the first right of refusal so that Seller may re-acquire the Dog to terms agreed to by Buyer and Seller at that time. Under NO CIRCUMSTANCES is the Dog to be placed in any kind of rescue, animal control, or animal shelter facility. Seller agrees to take Dog back or assist in placing Dog in an appropriate home. Seller must approve the home prior to placement.

G) Buyer agrees to provide copies of all title certifications to the Seller.

Initial _____ Date _____

The BREEDER guarantees that the above described puppy to be in good health at the time of sale, based on Breeder's evaluation and veterinary examination (final exam done at 9 ½ to 10 weeks of age by veterinarian).

The BREEDER(s) does not assume liability for any injury to said puppy after delivery.

The BUYER agrees to have this puppy examined by a veterinarian by (Month, Date, Year). If the puppy is found to be other than healthy by the Buyer's veterinarian, it shall be returned to the BREEDER(s) immediately and the purchase price will be refunded less the deposit of \$XXX.

All appropriate shots for the puppy's age have been given, and a record of this vaccination history has been provided to the Buyer.

The Buyer agrees to maintain the puppy's health in good condition to provide yearly examinations, appropriate vaccinations, heartworm test/ prevention, flea/tick preventative and any other usual procedures necessary to ensure good health.

The BREEDER(s) has done everything possible to produce healthy sound puppies both by:

- Breeding dogs that have passed health tests, which includes Genetic Testing through Embark, Paw Prints Genetics, Eyes, Hips(PennHips), Cardiac and/or Thyroid.
- By raising the puppies in the best way possible in regards to diet, exercise, socialization
- And age appropriate veterinary care

There are many factors which can influence the growth and development, such as diet exercise, weight gain, etc. The Buyer assumes the responsibility to carry on with appropriate vaccinations, exercise, mental stimulation, nutrition and feeding per the Breeders' advice and that of their veterinarian. The Buyer agrees to keep the puppy at a healthy weight, especially throughout its normal growth period. The BREEDER(s) can offer no further guarantees once the care of the puppy is no longer under their control.

BUYER agrees that no puppy will be sold or given away or transfer ownership without prior written consent of Breeder(s). The Buyer hereby agrees if at any time the Buyer cannot keep or care for the puppy, the Buyer MUST contact the BREEDER and the BREEDER(s) will have first choice to either:

a.) take the puppy back or b.) assist the Buyer in finding a suitable home for the puppy. In either instance, no money will be refunded by the Breeder(s) to the Buyer.

Initial _____ Date _____

MAINTENANCE, AND WELL BEING OF ANIMAL

With respect to the care, maintenance, and well-being of the aforementioned animal, Seller and Buyer fully agree upon the following conditions:

A) Puppy/Dog is to be a “family member” and live with Buyer and Buyer’s family. Puppy/Dog is never to be tethered or chained up outside.

B) BREEDER may request, at any time, proof that the Dog is being cared for in a manner which is in the best interest of the DOG. Proof may consist of photographs or a home visit by Seller, or Seller’s designated representative, on a date that is mutually agreed upon. C) BREEDER, or BREEDER’s designated representative, may, with reasonable notice (at least 24 hours, unless otherwise agreed upon by both Breeder and Buyer), visit the Dog’s home to verify care, maintenance, and well-being of the Dog.

D) Buyer grants BREEDER authority to REPOSSESS Dog UPON EVIDENCE OF NEGLECT OR ABUSE without legal intervention and at no expense to Seller.

E) Seller will not and cannot repossess the Dog as stated in item D) above unless the Dog is in a condition which cannot be explained by a veterinarian’s statement or Buyer is unable to provide proof of efforts to remedy the condition.

F) Negligent care is defined as failure to maintain the Dog’s condition, allowing the Dog to fall into poor health due to lack of responsible care, or ill health that cannot be justified by a veterinarian’s statement.

G) Buyer agrees to maintain Dog in good health, provide routine health care including, but not limited to, vaccination, dental care, treatment for internal and external parasites, and heartworm preventative medication, as well as proper grooming including bathing and nail trimming. Seller shall provide Buyer with ongoing support and education as needed for information regarding achieving best efforts with respect to routine health care options.

H) Buyer further agrees to provide proper exercise in order to maintain the Dog in proper weight and physical shape. A proper diet consists of top-quality dog food and if necessary, supplements. In order to minimize disruption and adverse impact to Dog, Seller hereby agrees to provide reasonable assistance and ongoing support to Buyer in identifying and sourcing age-appropriate top-quality dog food, and, if necessary, supplements. I) Buyer agrees to properly train and socialize Dog. Upon reasonable request by Buyer, Seller shall provide Buyer with guidance and ongoing support with respect to evaluating local training and obedience class options utilizing positive reinforcement which likely best suit Dog. J) Buyer agrees to fully abide by the Puppy Application that was completed prior to this Sales Agreement. Said Puppy Application is made a part of this agreement.

Initial_____ Date_____

IV.) Altering of Animal

Puppies should be at LEAST 18 months (1 ½ yrs) and no more than 30 months (2 ½ yrs) for being spayed/neutered.

Initial_____ Date_____

V.) Return of An Adult

BREEDER has a lifetime “home again” policy. If Buyer cannot keep Dog for any reason or if Buyer chooses to place the Dog elsewhere, for any reason and at any time for the life of the Dog, Buyer agrees to contact BREEDER as soon as reasonably possible and agrees to give BREEDER the first right of refusal so that BREEDER may re-acquire the Dog to terms agreed to buy BUYER and BREEDER at that time. Under NO CIRCUMSTANCES is the Dog to be placed in any kind of rescue, animal control, or animal shelter facility. BREEDER agrees to take Dog back or assist in placing Dog in an appropriate home. BREEDER must approve the home prior to placement.

Initial_____ Date_____

VI.) STANDARD TERMS AND REMEDIES

A. Amendment: As shown by the initials on this and previous pages and the signatures each Party agrees that all terms and conditions of this Agreement shall be strictly adhered to, unless first modified and accepted by both Parties in writing.

B. Assignment: Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, ensure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Subject to the terms of this clause, this Agreement applies to the original owner(s) of Dog only and is non transferable to any second party.

C. Material Default By Buyer: Should Buyer fail to strictly adhere to any of the terms and conditions set forth in this Agreement, in order to protect the welfare of the Dog, Buyer hereby expressly grants Seller the irrevocable right to repossess Dog without litigation, court approval, or other legal action.

D. Notices: For any notices in this Agreement which are required to be given in writing, the parties agree that email shall suffice.

F. Buyer agrees he/she understands this contract fully, and that this contract is under the jurisdiction of the State of Texas, in the county of Nueces. It is agreed that the place of venue shall be in Nueces County, Texas Violations of this contract constitute BREACH of CONTRACT. Prosecutable by law and may result in mandatory confiscation and return of the dog to Mercury Standard Poodles or an authorized agent. In the event the buyer fails to perform any provision of this contract the seller may revoke this contract and reclaim possession of this dog with the purchaser forfeiting all further rights to the dog. No refunds shall be given to the buyer. This

contract is under the jurisdiction of the state of Texas and the county of Nueces. It is agreed the place for any civil matter be in Nueces County, Texas, or in the current county of residence of the seller at time of litigation. Any breach of this contract could be detrimental to the name and reputation of the breeder/seller and these parties may seek up to 5 times the estimated value of the dog, plus attorney's fees and court costs and related expenses. All other states are requested to accept this contract as legally binding and enforceable. Seller reserves the right to cancel the sale at any time, for any reason, should they decide that they do not feel it is the right home for the puppy. In the event that the sale is canceled by the Seller, the full deposit paid will be returned to the Buyer(s). If the sale is, for any reason, canceled by the Buyer(s) the Seller shall retain the full amount of the deposit (\$XXX). The Buyer(s) accept that any and all travel, transportation, incidental or other expenses incurred relating to the possible purchase of the puppy are the full responsibility of the Buyer(s).

Initial _____ Date _____

Buyer(s) Name: _____

Buyer(s) Signature: _____

Date: _____

Address: _____

Phone: _____ Alternate Phone: _____

E-Mail: _____

Breeder(s) Name: Angelic Delgado

Breeder(s)

signature: _____
