



**FOREVER POODLES & HONOR HAVANESE**

ForeverPoodle.com & HonorHavanese.com

**Jennifer Manders**

**941-685-6658**

ForeverPups@gmail.com

PO BOX 158

Summerfield, FL 34492

**CONTRACT FOR SALE OF PUPPY**

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

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

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

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

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

Email \_\_\_\_\_

**AND SELLERS:**

Jennifer Manders, as owner of Forever Poodles and Honor Havanese, PO BOX 158, Summerfield, FL 34492  
941-685-6658. ForeverPups@gmail.com, www.HonorHavanese.com or www.ForeverPoodle.com

And co Sellers / Breeders: \_\_\_\_\_

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: \_\_\_\_\_ . SEX: \_\_\_\_\_ . COLOR: \_\_\_\_\_

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

SIRE: \_\_\_\_\_

DAM: \_\_\_\_\_

AKC # \_\_\_\_\_ PPP ( yes  no  )

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

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

Other Notes:

**The 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, PayPal, Apple Pay, other) with payment of the balance of \$ \_\_\_\_\_ due upon release of the 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) or Apple Pay.

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 the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within TEN 10 days after of the agreed delivery date. At which time Seller has the right to offer puppy up for sale to another family.

In the event that the Dog is not available due to sickness, death, 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, be either refunded, or transferred to the next similar puppy. In the event no other puppies are available, deposit will be refunded.

A boarding fee of TEN DOLLARS (\$10.00) per day will be charged for each day the Dog is boarded by Seller past the date puppy is agreed to be picked up by, unless Buyer and Seller agree to alternate terms evidenced in writing and dated by both parties.

### **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 the Dog to Buyer as agreed.

### **3. Seller's Representation and Warranties**

Seller represents and warrants to Buyer that:

- (a). Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog
- (b). The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c). The Dog is the breed and true offspring of the sire and dam referenced on page 1 of this agreement.
- (d) The 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 puppy.
- (e) Seller gives Buyer TWO 2 business days from the delivery date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the Dog fails the examination, Buyer may return the Dog (at buyers' 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 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 the 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 longer), no refund will be given. Should Seller receive the dog back, Buyer will provide the Seller with any and all documentation for the dog, including medical records and registration papers as well as transfer form for microchip.

(g) HEALTH GUARANTEE: Seller guarantees this Dog for 3-5 years of age. Should this Dog develop any genetic abnormality (pre-existing conditions excluded), that would significantly shorten the lifespan of the 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 the Dog at Buyer's expense and maintain custody of the Dog. For the first year (first birthday), 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 dog's quality of life and ability to normal life. Up to third birthday Seller will pay up to half purchase price for genetic issues with same proof as above. Up to 5th birthday Seller will pay up to half purchase price for proven genetic issues with same proof as above AND proof Dog was given Nuvet vitamins entire lifetime. Refunds and replacements are of proven genetic issues that are LIFE THREATENING or decrease the quality of having a normal life only. 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 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. Seller does NOT give Lepto vaccine to any Dog under 16 weeks old. Seller does not guarantee injuries resulting in loose patellas or cherry eyes. If Dog did not have these issues at time of purchase, Seller is not responsible for them.

#### **4. Buyers Representations**

Buyer represents to Seller that:

(a) Buyer will maintain the 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 the 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 are buyer's responsibility).

(d) Buyer is not acting as agent for any other person or business in the purchase of the Dog.

(e) Buyer will not sell, release the dog to a pet shop, puppy mill, retail store, dog dealer, animal testing facility, research facility, or agent for any such facility.

(f) Buyer will NOT breed this dog to any dog of any breed. Dog is to be spayed/neutered.

Males: recommend neuter at 9-12 months. Females 3 months after the first heat cycle. Seller may seek recourse in court of up to \$5000 for Dog being bred as well as repossess this Dog.

(g) Buyer will return dog to seller if Buyer can't keep This Dog at any time during dog's life, unless other satisfactory arrangements are made with seller to place Dog elsewhere.

(h) Buyer will seek proper training to ensure the temperament of the Dog is fit for his/her family. Behavior issues are the responsibility of the buyer to correct and train. 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 Seller's 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 the 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: \_\_\_\_\_ . Date \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Seller: Jennifer Manders  
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Forever Poodles & Honor Havanese  
AKC Breeder of Merit, Bred with H.E.A.R.T. [www.HonorHavanese.com](http://www.HonorHavanese.com)  
AKC Breeder of Top-Quality healthy puppies for Champions and loving companions

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