

Southwest Retrievers

Sale Contract

Dam's Name: _____

Sire's Name: _____

Purchase price of puppy: \$ _____

Less Deposit: \$ _____

Amount Due at Pickup: \$ _____

At least a \$250 deposit is required. Checks are ONLY accepted as a deposit if there is three weeks for the check to clear. We only accept final payments through cash, Venmo, and PayPal. NO CHECKS will be taken when you pick up your puppy.

Our puppies will be ready to go home at 8 weeks old. We will make pick up arrangements prior to the pickup date. We ONLY refund deposits if a puppy is not able to be provided.

You will want to set up a puppy check up with your vet prior to pick up because the puppy must be vet checked within 72 hours of pick up for health guarantee to be honored.

This agreement is made the _____ day of _____ by and between:

Buyer:

Printed Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

AND

Seller:

Mike and Valerie Vorhies

2582 P Avenue Stanton, Iowa 51573

712-370-6833

mvorhies@myfmtc.com

Terms and Conditions

Buyers Responsibility:

The buyer acknowledges and agrees that the buyer will forfeit the deposit and any rights to the dog if:

-Buyer fails to complete the purchase of the dog for any reason.

-Buyer fails to pay the balance of the Purchase Price at pick up.

In either circumstance, the seller shall be free to sell the dog to another person.

Within 72 hours from the delivery date, the buyer MUST have the puppy checked by a licensed vet, at the Buyer's sole cost. We MUST receive an email or text to inform us of the results of the examination. If the puppy fails the examination, a written statement from the vet will have to be shown. At that time, we will contact your vet and discuss the situation.

If the buyer fails to have the puppy checked by a licensed vet within 72 hours of the pickup date, then the health guarantee will be nullified.

The buyer is responsible for all medical cost of their puppy.

Be sure to provide your puppy with routine proper care such as, completing all vaccinations, annual physical examinations by a licensed vet, and following vet guidelines for continuing vaccinations and deworming.

After the puppy is delivered, ALL expenses become sole responsibility of the buyer.

If the puppy is bred before its first birthday the guarantee is null and void.

From the time the puppy is delivered all veterinarian and care expenses become the sole responsibility of the buyer, including any diagnostic tests necessary in the event of illness or death of the puppy.

The Dog will reside with Buyer as companion pet to Buyer and Buyer's family.

Buyer will not breed the dog before 18 months and then only if breeding rights were agreed upon at the time of sale.

Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered.

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

Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.

In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

Sellers Responsibility:

The seller guarantees to the buyer that:

The puppy will come health checked by a vet and be current on all vaccinations and deworming.

If the dog is not available due to sickness, death, or any other circumstance owing to the fault of the seller, the buyer's deposit will either be refunded or transferred to the next litter of puppies.

We provide a one-year health guarantee against any life-threatening congenital disease or defects. NO other conditions are covered. The seller will not assume responsibility for the puppy/dog or replace a puppy due to heat stroke, abuse/neglect, or improper socialization.

All sales are final, and no cash is refunded. Breeder offers replacement puppy only. The puppy will be of the same value of the original purchased puppy.

In the event of an illness or death of the puppy all registration papers must be signed and sent back to Breeder along with all diagnostic tests or necropsy before replacement puppy is sent,

Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.

The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance. To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.

Indemnity and Release:

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgement with respect thereto. Buyer releases Seller from all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

Limitation of Action:

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one year of the date such claim or loss occurs.

Governing Law:

This agreement shall be governed by and construed in accordance with the laws of Iowa.

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.

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase
and sale of the Dog.

Signature of Buyer

Date

Signature of Seller

Date

I acknowledge that I have received the Dog into my possession.

Signature of Buyer

Date