

New Puppy Contract

Litter Sire's Reg. Name: Solaras-Callista Cavalcade's Companion AKC Reg. #DN27927401
Litter Dam's Reg. Name: Wochme's Flyin on Zulu Time AKC Reg. #DN27882105
Litter AKC Reg #DN466476 Breed: Border Collie Date of Birth: June 23, 2016
Color: _____ Sex: _____

This agreement is made on _____ and is between the breeder (seller) and the buyer as named below:

Breeder (Seller) : Savannah Kutz (FlyBy Border Collies)

Buyer: _____

The buyer agrees to obtain from the seller a puppy as described above for the amount of **\$1,200.00** with a deposit of **\$500.00** given before the date of the puppy's birth and the remainder to be paid in full before obtaining the puppy. No cash refunds will be given. (SELLER HAS THE RIGHT TO BACK OUT OF THE SALE AT ANY TIME. If this happens, money will be refunded).

Health Guarantee

This puppy is guaranteed to be in good health at the time of delivery. If this puppy displays any indication of poor health within the first 24 hours, Seller must be contacted and the puppy must be brought back to the seller or taken to seller's veterinarian for any necessary treatment. Failure to do so will cause this guarantee to become null and void.

If this puppy resides more than 100 miles from Seller and the puppy displays any indication of poor health within the first 24 hours, Seller must be contacted and the puppy must be taken to a licensed veterinarian for any necessary treatment. Failure to do so will cause this guarantee to become null and void.

Replacement of puppy will be made with the next available litter (same sex as above) if the entire following requirement is made:

1. The dog is declared to be in a life threatening condition by a licensed veterinarian within 24 hours of purchase date and a written report by the veterinarian is submitted to Seller.
2. If the puppy dies within 24 hours, Buyer must have followed all advice by his/her veterinarian and have an autopsy performed by his/her state lab and provide a copy of the report to Seller at Buyer's expense.

Seller does not guarantee against hypoglycemia or any other common problems such as diarrhea, wormy stool, coccidiosis, ear mites, external parasites and other minor problems. These are not covered under this guarantee and are the responsibility of Buyer after puppy is sold. With the respects to Demodectic Mange, it is ensured that the parents of this puppy have never had Demodectic Mange. It is understood that Demodectic Mange can be brought on by stress. It is understood that the Seller will not be liable for Demodectic Mange at any future date. Minor health problems that can be cured by medication or surgery are not covered by any guarantee.

The Seller guarantees that the puppy described above will be free of bordetella, distemper, parainfluenza, and parvovirus for the period of 7 calendar days after the signed date of this contract. The Seller will provide a vaccination record and vet examination records of the purchased puppy. If the puppy is due for

vaccinations, and the buyer fails to provide vaccinations on that day, this guarantee is null and void if the puppy contracts diseases that would otherwise be prevented by those vaccinations.

Puppies are susceptible to pneumonia and other infections due to drafts, cold temperature, etc. They are vulnerable to viral infections including Parvo and Coronavirus. Any and all of the above-mentioned minor and major problems need to be checked by a veterinarian if they occur and veterinarian advice for treatment should be followed. Seller is not responsible for accidents that happen after Buyer receives the puppy.

Seller will be responsible for any congenital defects up to 3 months of age. Seller guarantees the puppy to be purebred and from healthy stock at time of breeding. Seller guarantees the puppy will be seen by a licensed Veterinarian for a health check before shipping and a Health Certificate will be provided.

Any and all veterinary expenses are the responsibility of the Buyer. Proof of completing the puppy's infant vaccination series and annual booster is required.

No guarantee is given as to size, color, life-span, temperament, or fertility. In such instance that the puppy is being registered with a kennel club, the prefix **FlyBy** is to appear first in the dog's registered name and the breeder, Savannah Kutz, will be listed as a co-owner.

This puppy is sold with (**select only one**):

FULL REGISTRATION This puppy is being sold on AKC Full Registration with breeding rights assuming prior requirements are met. As such, the following are agreed upon by the buyer and seller:

- This dog will NOT be bred by the buyer or breeder at any time before the listed requirements have first been met:
 - Dog must be a minimum of 2 years old (24 months old).
 - Dog must have an official OFA Hip rating of Good or Excellent (24 months old).
 - Dog must have an official OFA Elbow rating of Normal (24 months old).
 - Dog must be clear by parentage or tested clear for TNS, CEA/CH, and CL. Dog can be a carrier, but must be bred to a clear mate. No affected dog shall be bred and will be spayed/neutered.
 - Dog must have a CAER test done a maximum of one year prior to mating and results must be Normal.
 - Dog must have a negative brucellosis test a maximum of 30 days prior to mating.
 - Dog must have an AKC DNA Profile (males only).
 - Anything but a sound temperament shall not be considered for breeding.
 - All chosen mates must be approved by the breeder and meet all of the above requirements as well before breeding.
- Above and beyond extras to be considered, but not required:
 - A championship in the conformation ring and/or titles in performance events are highly recommended prior to breeding.

Initials

LIMITED REGISTRATION This puppy is being sold on AKC Limited Registration. As such, the following are agreed upon by the buyer and seller:

- It is understood that under the terms of this agreement this dog will not be bred. It is further understood that any offspring from this dog are not eligible for registration with AKC.
- Proof of spay/neuter by a veterinarian (must be after 18 months of age, but within 30 months of

sale) must be provided.

- It is understood that limited registration restricts entry of this dog in certain events such as conformation.

Initials _____

The Buyer's Responsibility:

The Buyer agrees to take good care of this dog, feed and house the dog properly (indoors), maintain shots, control the dog on a harness or leash when in public and when off the premises of the dog's home. The dog's outdoor area will be fenced in and secure, or acceptable provisions will be made to assure the dog is safe any time he/she is outdoors. Buyer agrees to give the dog proper physical and emotional care and welfare. The Buyer must agree to housing the dog indoors as its primary housing. If the dog is found to be allowed to run freely, running at large, creating a public nuisance, or found to be neglected, abused or allowed to live in poor health or poor conditions the Seller has all rights to repossession of this dog with no refund to the Buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Buyer to any compensation from the Seller.

This dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm, or other mass producing or money making operation.

The Buyer will notify the Seller of any changes of address and will maintain contact with the seller throughout the life of this dog. The Buyer will notify the Seller of any AKC, UKC or any other titles/accomplishments earned by this dog.

If at any point Buyer cannot care for the animal during the course of its life, Seller will take back the animal at Buyer's expense with no refunds. Seller reserves the right to first refusal if the Buyer is forced to rehome or resell the dog. In the event of a re-sale the Buyer must notify the Seller with the new name and address of the new buyer. Buyer agrees not to sell this dog to any retail company or establishment. Buyer agrees to provide dog's AKC papers, signed over to the Seller, in the occasion that the dog is returned to seller. A refund will depend on reason for the returning of puppy/dog.

There are no oral representations, or warranties not contained herein, this contract contains the entire agreement between the parties. All implied guarantees are hereby excluded. The Buyer has read and agrees to the above written guarantee on above date.

Violations of this contract will constitute BREACH OF CONTRACT, prosecutable by law, and may result in mandatory confiscation and return of the puppy to the Seller.

Any legal disputes from this contract will be settled in PINELLAS COUNTY in the state of FLORIDA.

This is the entire agreement (4 pages) between the Buyer and Seller and is valid and agreed to by all peoples. All peoples have read and understood and agreed to this contract in full by signing below.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller's Contact Information:

ADDRESS: 6107 Tanglewood DR NE, St. Petersburg FL, 33703

PHONE: (727) 504-9017

E-MAIL: FlyByBorderCollies@gmail.com

Buyer's Contact Information:

ADDRESS _____

PHONE _____

E-MAIL _____

A copy of this completed contract with both buyer and seller's signatures will be provided to the buyer.

Note: Upon signature completion, this contract will become a legal and binding document, as agreed by buyer and seller.