PUPPY SALE AGREEMENT

This Agreement is entered into between Red Rooster Kennels (referred to as “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as “Buyer”)

Buyers Name:\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_

Phone: E-mail:

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Breed: Bernedoodle Sheepadoodle Date of Sale:

DOB : Female Male

Sire: Dam:

Full Registration Limited Registration

Puppy Name:

Purchase Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deposit amt/date:\_\_$400\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Holding Agreement: A $400 holding deposit is required to hold your puppy. The Seller assigns the Buyer the guarantee that the dog will not be sold to any party other than the Buyer as long as the Buyer takes possession of the puppy by a date agreed by the Seller. The $400.00 deposit is non-refundable, unless discussed otherwise, and will be applied to the purchase price of the dog when the Buyer assumes physical possession of the assigned dog. You may pay your deposit via PayPal or by check or cash. Remainder of the puppy/dog price needs to be paid in full with cash, USPS money order before puppy/dog are released to their new homes. Seller makes every effort to ensure that the puppy is healthy at the time seller releases puppy to Buyer. We will not allow a puppy to leave until we are certain that the puppy is ready for the trip to your home and is free from any illness to the best of our knowledge. If the puppy is returned due to genetic disease, it is Buyer’s responsibility to return the puppy along with all registration papers (if applicable). Seller is not responsible for associated charges such as shipping, vet fees, mental stress, low blood sugar, or internal or external parasites. **UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE FOR ANY VETERINARY COSTS THAT BUYER HAS INCURRED.** All of our puppies have completed their regimen of immunization to their age appropriate shot schedule at the time of delivery.

*Initial\_\_\_\_\_*This puppy is guaranteed against genetic moderate or severe hip dysplasia, and retinal eye disease until it is 26 months of age. The OFA is the sole and only judge in determining hip dysplasia. The original Buyer of the puppy has the right to a replacement puppy from the next available and comparable litter (or the difference can be paid by the Buyer) considering the following criteria have been met:

* The Buyer must take the puppy to a licensed veterinarian for a well-puppy check within 72 hours of possession. If the veterinarian diagnoses the puppy with any untreatable illness, a replacement puppy as described above, will be given.
* The original Buyer must own the puppy.
* The puppy must not have sired or whelped a litter without the Seller’s written consent.
* The puppy must not have been overfed or over-exercised.

*Initial\_\_\_\_* Should Buyer have any issues, Buyer agrees to address the matter in an entirely private manner with Seller. Specifically, Buyer agrees not to make any derogatory comments on any blog, website, social media site or group or any other internet posting.

After replacement with a puppy, when available, is offered but refused, no further relief is available. Breeder will not refund money in whole or part for any. No cash refunds will be made under any circumstances. If a replacement is offered and refused, then we have fulfilled our obligation. Any replacement of a puppy is on a one time basis. Prior to the replacement of a puppy, Seller will need documentation of all tests, x-rays, and medications given by your vet. Seller will also need your vet’s phone number in case questions arise. After receiving the aforementioned information, it will be given to our vet to review. No dog/puppy will be replaced without written documentation. Before any treatments are performed on a dog/puppy found to have genetic defects, Buyer shall contact/notify Seller. SELLER IS NOT REPONSIBLE FOR ANY OF THE BUYER’S VET BILLS.

*Initial:\_\_\_\_\_* The Buyer agrees to provide this puppy with proper vet care, diet, housing, socialization, and grooming for his/her entire life.  The puppy should be groomed approximately once a month or more often if necessary.  The Buyer agrees that if at ANY time in this puppy’s life, the Buyer is unable to keep him/her, that the puppy is returned to the Seller or lets Seller know first that they are unable to keep it.  Under NO CIRCUMSTANCES shall this puppy be placed into a shelter, a pet store, placed with a rescue organization or foster care.  The Seller will take the puppy back or help find him/her a new home at any time during its life.

*Initial\_\_\_\_\_\_\_*: Under no circumstances should this puppy be used for breeding without permission from the Seller. Buyer certifies, by signing this Agreement that he/she is not acting as an agent in this purchase; that Buyer will not resell this puppy to a puppy mill, commercial breeder, pet store, or medical research facility. Severe penalties including, but not limited to $25,000 plus attorney fees apply if one of the Seller’s puppies is ever used for breeding without our permission OR if the Buyer misrepresents themselves to us OR acts in a fraudulent manner in bad faith to the Seller. The pictures which Seller emails to Buyer are the property of the Seller. Buyer does not have permission to alter these photos in any way, not does Buyer have permission to attempt to resell any puppy acquired from Seller using any of these pictures. Using any of Sellers photos without Seller’s permission will void this guarantee.

*Initial\_\_\_\_\_\_:* If Buyer is unable to care for or chooses to change his/her mind about caring for the dog purchased, the Seller retains the right of recovery of the Dog at the Buyer’s expense. The Buyer must notify us as to the change in circumstance and give Seller first right to the dog before any other action is taken. The Buyer hereby agrees that if at any time the Buyer cannot take proper care of the puppy, the Buyer must contact Seller and the Seller will have the first choice to either a) Take the dog back with no refund or b) Assist Buyer in finding a suitable home for the dog.

*Initial\_\_\_\_\_\_:* Buyer agrees that Seller is not responsible for the actions or safety of this dog once it leaves the Seller’s possession. Seller is not liable for any costs that result from such actions. All provisions of this contract are designed to safeguard the dog, and/or the community, as such; violation of any provision will cause damage to Seller’s reputation. Failure to comply with any provision will result in the return of the dog to the Seller at the Buyer’s expense. Seller neither makes nor implies any warranties, guarantees, express or implied, other than those written in the Agreement including, without limitation, the warranties of merchantability and fitness for a particular purpose. This document constitutes the entire Agreement between the Seller and Buyer with respect to this sale. BUYER’S SIGNATURE BELLOW INDICATES THAT HE/SHE HAS READ, AGREES TO AND DOES UNDERSTAND ALL THE CONDITIONS OF THIS SALES AGREEMENT AND CONTRACT OF SALE.

I acknowledge that this is a legal and binding contract and have reviewed and agree to the terms listed above. Failure to follow the above contract completely will result in “A Breach of Contract” and shall make this contract null and void. This contract applies only to the original Buyer and is NOT transferrable. Any court costs and attorney fees necessary to enforce this contract shall be paid by Buyer in the State of Texas and the Laws of the State of Texas, Country of the United States of America will govern the interpretation of this Agreement. Buyer hereby submits to the nonexclusive jurisdiction of the State and Federal Courts of Texas. Venue shall be Harris County, Texas.

THE BUYER AND SELLER HAVE THOROUGHLY READ AND UNDERSTAND AND AGREE TO ABIDE BY THIS CONTRACT.

Sellers Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Buyers Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_