

Sablewings Papillons

Contract & Bill of Sale for Companion Puppy



I. Seller information:

Name: Mary Granda
Address: 250 Wildcat Hill Rd. Harwinton, CT 06791
Phone: 303-328-5987
Email: msharac@gmail.com

II. Buyer information:

Name:

Address:

Phone:

Email:

III. Puppy information:

AKC Number:
Date Whelped:
Sex: Female Name:
Markings:
Sire: Dam:

IV. One year health guarantee for life-threatening congenital health issues:

The Seller guarantees this puppy to be of sound health and temperament at the time of the sale. The Seller will provide a health record of all shots, worming, and a veterinarian exam. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within three (3) weeks after picking up the puppy. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered.

We provide a one (1) year health guarantee for life-threatening health issues due to a congenital issue (valid until the puppy's FIRST birthday). In the event of discovery of a life-threatening, congenital health issue, the Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase, with proper documentation by a licensed veterinarian. If the puppy was in fact unfit for purchase, Buyer may return the puppy for full return of the sale price or a replacement puppy, subject to availability.

Conditions not considered life threatening and therefore not covered include but are not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life-threatening condition the affected puppy must be returned with all veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary or congenital problem and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for 72 hours after the puppy is picked up by the Buyer. These include

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Distemper, Parvo, and Corona. It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening.

This contract will only be valid while the seller is breeding Papillons. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, all guarantees in this contract shall be void.

V. Limitation of one year health guarantee:

We do not guarantee fur color, adult size, conformation, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, or weight. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, outside of provision VIII. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant any condition caused by carelessness, negligence or abuse.

VI. Genetic disease guarantee:

We guarantee the puppy is unaffected by all known genetic disorders that are tested by a Optimal Selection Wisdom Panel at the time of testing the puppy's dam and sire. This means that the puppy is clear of any autosomal dominant disorders and clear or heterozygous for any and all autosomal recessive disorders tested for in the panel. The puppy is guaranteed to be free of NAD and PAP-PRA1.

VII. Provision related to luxating patella:

The seller guarantees the puppy's dam and sire were deemed clear of luxating patella (LP) by a licensed veterinarian after 1 year of age and their test results are visible on www.ofa.org. We do not guarantee that the puppy will test clear of LP as the puppy develops, as LP can be an acquired condition. We strongly recommend waiting to test the puppy for LP after 6 months or later, by a licensed veterinarian, as a young puppy's joints are often "lax" until they have finished developing. We strongly recommend that the puppy is not allowed to jump off high furniture, such as couches, or allowed to exercise excessively or on concrete, especially while it is under one year old.

VIII. Provision related to treatable congenital conditions in the first two years:

We strongly recommend Buyer to purchase a health insurance policy for the puppy. In signing this contract, the Buyer acknowledges that health care for a dog is expensive and that the Buyer is aware that a health insurance policy can significantly help with unexpected expenses due to accidents, illness and other medical issues.

We provide a two year provision (valid until the puppy's SECOND birthday) that for any treatment for illness found to be congenital by a licensed veterinarian, the Seller will compensate the buyer at a rate of 10% of the total cost of the treatment, up to 50% of the total purchase price of the puppy. This 10% figure is arrived at because most pet health insurance policies offer a payout rate of 90%, and all of the Seller's own dogs are covered under this type of policy.

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In order to make use of this provision, the Seller must provide the Buyer with documentation of the medical issue and treatment plan, written by a licensed veterinarian, as well as invoices for any treatment and medications related to this medical issue. The Buyer also must provide the Seller with contact information of the veterinarian and give permission for the veterinarian to relay information about the issue and treatment to the Seller.

This provision does not cover any illness due to injury, or negligence on the part of the Buyer. As an example: a luxated patella determined to be likely congenital would apply to this provision, whereas a luxated patella likely due to a fall or injury would not.

Umbilical hernias that can be and are corrected at the time of spay or neuter apply to this provision, however only the cost of the surgical correction for the umbilical hernia will apply. **Surgical correction of umbilical hernias 1) known at the time of sale and 2) that are corrected during a spay or neuter procedure will be covered in full by the breeder up to \$300.** In all cases of surgical correction of the umbilical hernia, the cost of the spay or neuter, anesthesia, and follow up care will not apply as this is the normal cost of a spay or neuter. Only the cost of the surgical fix to the umbilical hernia, which must be stated as a separate line item on the veterinary invoice, will count towards this provision.

IX. Spay/neuter policy:

The Seller has no requirements for the buyer to spay or neuter the puppy due to changing information regarding the long-term health tradeoffs of either choice. The Seller leaves the decision to spay or neuter up to the Buyer. The puppy is sold under a limited AKC registration, as a companion animal. The Buyer agrees that this puppy will not be bred unless otherwise agreed to in a separate contract between both parties.

X. Lifetime open door policy:

If at any time, the Buyer can no longer retain possession of the dog, the Seller must be notified and granted full ownership of the dog back to **Sablewings Papillons & Phalènes** who will find a suitable home for the dog. The dog must be returned with all medical records. Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the pound or any rescue center. This provision is to ensure that our dogs will not end up homeless or destroyed, and a proper suitable home is found. Rehoming of our puppy without written consent from **Sablewings Papillons & Phalènes** will be considered breach of contract and the Buyer will be sued for damages for the actual value of the puppy at the time of original sale (purchase price) and any fees incurred to regain possession of the dog.

XI. Governing Law and Jurisdiction:

This Agreement shall be governed by and interpreted and governed in accordance with the laws of the State of Connecticut. The parties agree that this Agreement was made and entered into in Connecticut and each party hereby consents to the jurisdiction of a competent court in Connecticut to hear any dispute arising out of this Agreement.

XII. Bill of sale:

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The purchase price of this puppy is **\$2500.00**. This is to be paid in full before or at the time of pickup of the puppy. Acceptable forms of payment are:

Cash, Direct Deposit, Cashier's Cheque, or Money Order made to: Mary Granda
***** We do not accept Paypal, Zelle, Venmo or other online payment services *****

Seller's Signature: _____

Seller's Printed Name: _____

Date: _____

Buyer's Signature: _____

Buyer's Printed Name: _____

Date: _____