

Carneys

Havanese Haven
Sales Contract

Thank you for choosing to purchase your dog from Jacqueline M. Carney ("JC").

Sire: _____ AKC #: _____

Dam: _____ AKC #: _____

Name of Dog: Carneys _____

Registration: American Kennel Club # _____

Microchip #: _____

Sex: _____

Color: _____

Date of whelp: January _____

Herein the above dog will be referred to as dog or puppy in this agreement.

This is an agreement for the sale and ownership of one Havanese dog made between Jacqueline M. Carney as seller or breeder and the purchaser(s) whose names are as follows:

Purchaser Name (s): _____

PRICE:

The price for this dog is: \$2750.00. A \$500 non-refundable deposit is required to hold the puppy and the balance is paid upon receipt of the puppy.

Balance is to be paid in **cash, certified check or money order.**

HEALTH GUARANTEE:

JC guarantees that all reasonable precautions have been taken in regard to the health of the parents of this puppy and that the parents have received and passed tests including, but not limited to BAER, Cerf, Heart, Hips and Elbows.

The puppy has received one set of immunizations for DHPP on _____. It has been dewormed. It is also microchipped. It comes with a health certificate from my veterinarian. This first inoculation should not be repeated. However, you will be responsible for subsequent inoculations, typically two additional, three weeks apart. No Lepto and No Corona virus vaccine should be given without serious consultation with your veterinarian to weigh the risks of giving vs not giving the vaccine. Excessive and combined vaccinations will jeopardize the health of the dog.

This puppy must be examined by the purchaser's licensed veterinarian within three days. At that time, if your veterinarian certifies in writing that the dog is not in good health, the purchaser has the right to return the dog to the breeder. The purchaser will then receive a refund of the purchase price, less the costs of shipment if incurred or charged to the breeder.

The dog is guaranteed for one (1) year from the date of birth to be free of life threatening hereditary defects. This guarantee is null and void if the dog has been physically or emotionally mistreated or deprived of proper nutrition or worked or excessively exercised prior to the time the growth plates of the dog's joints have closed, or if the dog has not had an annual Cerf exam registered with OFA, or if the dog is vaccinated in any way other than as set forth above.

Should there be a life threatening hereditary defect diagnosed within one (1) year from date of birth, a concurring opinion from a second veterinarian of the breeder's choosing is required. JC will refund purchasers' veterinarian costs up to the price of the dog and this refund will be sent to the purchaser after written certification is received from the attending veterinarian, together with a copy of all bills, medical tests, shot records and office chart notes pertaining to the dog.

In the event that the dog dies within (1) year from the date of birth, no refund will be made unless an autopsy is performed and the cause of death is determined by the purchaser's attending veterinarian to have been caused by a specific hereditary defect in the dog and the seller has received a written copy of the autopsy and the veterinarian's opinion as to the hereditary cause of death. The refund that will be provided will be the cost of the autopsy plus veterinary charges up to the price of the dog.

No refund will be given for other injuries sustained by the dog while in the purchaser's care.

SHOW PROSPECT VS PET DOG

There is little that differentiates a show prospect from a pet dog. They have the same parents, the same pedigree and the same nurturing environment for their first eight weeks.

The difference is in its conformation and in no way affects the health of the dog. If this dog is sold as a pet (and not a show prospect), the purchaser agrees that the dog will not be bred. Purchaser further agrees that it will be spayed or neutered by a licensed veterinarian, but not before the growth plates have closed, typically at 18 months. And, as there is substantial research that recommends never neutering your dog. if this is something Purchaser would like to consider, he/she should discuss it with Seller and his/her veterinarian. The purchaser also agrees to CERF this dog for healthy eyes annually and to provide to JC notification of health and a digital photograph of the dog on a calendar year basis.

The purchaser of a "pet" dog agrees to neuter or spay this dog not earlier than nine months of age and to send JC a copy of the veterinary report confirming the dog has been spayed or neutered. After JC receives proof that the dog has been spayed or neutered, the dog's AKC registration papers will be sent to the purchaser(s). Until then, the dog's registration papers will remain in the hands of JC. The registration papers for the spayed or neutered dog shall be what the AKC defines as "Limited Registration." Basically this means if the dog is able to create puppies the dog cannot be registered.

The dog purchased is sold as a "pet" dog and will not be bred _____ / _____
Breeder / Purchaser

REGISTERED NAME OBLIGATION:

The purchaser also agrees that the registered name of the dog purchased will always start with Carney's followed by a space in order to signify that the dog was bred by JC.

CARE OF THE DOG

The purchaser agrees to give this dog the necessary care such as a loving environment, shelter, water, quality food, and regular veterinarian care at purchaser's expense. Purchaser agrees that the dog is NOT to be left unattended in a backyard or outdoor kennel. The dog is sold with the understanding on the part of the breeder and purchaser that the dog will become a member of the family. This is to assure proper development and maintenance of the temperament for which the Havanese is bred.

If the purchaser can no longer give proper care to or keep his dog for any reason, our contract requires him to contact us and we will gladly take the dog back with no questions asked. Furthermore, purchaser agrees to never surrender, transfer, give, or sell this dog to an animal shelter or pet store.

This agreement constitutes the entire understanding between the parties and is entered into by the parties for the protection and well being of this dog. No part of this agreement is transferable or assignable.

The meaning and effect of the terms of this agreement shall be governed by the laws of the State in which it is sold. This agreement is binding upon and inures to the benefit of the

parties and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns. Any suit involving a dispute or issue arising under this agreement may be brought only in any United States District Court in the State of Michigan or in any State Court having jurisdiction over the subject matter of the dispute or issue. Each party to this agreement consents to the exercise of personal jurisdiction by any such court with respect to such suit.

Name of Purchaser(s):

Purchaser's signature

Date:

Email address: _____

Physical Address: _____

Telephone: _____

Breeder's Name -- Jacqueline Carney

Breeder's Signature

Date

Revised 01/15/2020