

# SALES AGREEMENT

This Agreement is entered into between the Seller, High Lakes Havanese, and the Buyer, \_\_\_\_\_ effective on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Both the Seller and Buyer hereby agree to the entire terms of this Agreement as follows:

1. The Seller hereby sells to the Buyer, for the amount of \$ \_\_\_\_\_, \_\_\_\_\_, Breed: Daisy Dog Puppy born on \_\_\_\_\_ out of Fiona and by Baileys Yuki, hereafter for this Agreement who shall be known as **Puppy**. (**Buyer initials** \_\_\_\_\_)

2. A **nonrefundable** deposit of \$ \_\_\_\_\_ has been paid on \_\_\_\_\_, \_\_\_\_\_. The deposit will go towards the purchase price of the Puppy and is **nonrefundable** should the Buyer decide not to purchase the Puppy. The balance owed after paying the nonrefundable deposit is due prior to picking up the above-described Puppy. The balanced owed to Seller is \$ \_\_\_\_\_. (**Buyer initials** \_\_\_\_\_)

3.a. The Puppy is sold **AS IS** with **NO** guarantees. (**Buyer initials** \_\_\_\_\_)

3.b. The Puppy is sold with the guarantee of being in good health as of the date of signing this Agreement. The Buyer has **48 hours** after signing this Agreement to have the Puppy checked by a veterinarian of their choice for the health guarantee to be valid. Within that 48 hours you must send proof in the form of receipt or vet Certification to Seller that you have had the Puppy examined by a licensed veterinarian. Failing to do so will make the Health Guarantee null and void. If your Veterinarian is to find a life-threatening congenital health problem that would have been present at the time of the Puppy's birth, the Buyer would need to get a second opinion from another veterinarian to confirm the diagnosis and Buyer would need to provide proof from both veterinarians to the Seller about the diagnosis. At that time the Seller would take the Puppy back in exchange for another Puppy (if available) or issue a full refund. This health guarantee is for congenital defects in the joints, heart, and eyes of the Puppy and does not cover color, type of coat, confirmation, teeth/bite placement, external

parasites such as ear mites or fleas, internal parasites such as Coccidia and Giardia, viruses such as Parvovirus or fatal injuries or accidents . Please note that the Seller is not responsible for any Veterinarian costs and/or shipping costs after signing this agreement and/or to return the Puppy to seller. (**Buyer initials**\_\_\_\_)

4. The Buyer shall maintain the Puppy in good condition, including adherence to a regular immunization and worming schedule, good diet, and a clean and safe environment. The Seller shall give the Buyer the current vaccination and worming records of all vaccinations and worming given to the Puppy as of the date of this Agreement. It is the Buyers responsibility to complete the puppy series vaccinations recommended by Seller. The Puppy will need 2 (two) more booster vaccinations of DA2PPV before being able to go on public ground. The booster vaccinations are given in 3 (three) week intervals. Please schedule the necessary appointments with your veterinarian for these additional vaccinations. (**Buyer initials**\_\_\_\_)

5. The Puppy shall ***AT NO TIME BE GIVEN AWAY OR SOLD TO A THIRD PARTY UNLESS APPROVED BY SELLER.*** The Puppy shall be returned to Seller without monies exchanged, no questions asked if the the buyer can no longer keep the Puppy or no longer wants it. (**Buyer initials**\_\_\_\_)

6. The Puppy shall be spayed/neutered and proof of fixing (from the Vet that preformed the procedure) provided to seller by 9 months of age (\_\_\_\_\_). Proof of spay/neuter can be sent to highlakeshavanese@gmail.com. (**Buyer initials**\_\_\_\_)

This Agreement is entered into in the State of Oregon and shall be construed and interpreted in accordance with its laws. Any and all civil actions arising out of this Agreement shall be brought in Jefferson County, Oregon, and all parties hereby consent to jurisdiction in that County.

In the event of any litigation to enforce the terms of this Agreement, the Seller shall be entitled to reasonable attorneys fees.

This Agreement is legally binding to all parties named within and applies to only the Buyer and Seller named below and is not transferable to any other parties.

**I HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING IT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS, AS SHOWN BY MY SIGNATURE BELOW AND MY INITIALS AT THE END OF EVERY LINE OF THIS AGREEMENT.**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_.

**BUYER INFORMATION:**

Buyer Printed Name : \_\_\_\_\_

Buyer address : \_\_\_\_\_

Buyer Email : \_\_\_\_\_

Buyer Phone : \_\_\_\_\_

**Buyer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SELLER INFORMATION:**

Seller Printed Name :

Seller address :

Seller Email :

Seller Phone :

**Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_