**Sapphire Mtn. Miniature & Toy Poodle**

**Limited Contract**

**Steve & Debbie Euker**

**PO Box 852 Stevensville, MT**

**(406) 240-9560**

**miniatureandtoypoodles@gmail.com**

Definitions used herein include:

"BUYER" shall herein be defined as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

"BREEDER" shall herein be defined as: Debbie & Steve Euker

"PUPPY" shall herein be defined as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A “PET PUPPY”, registered with the American Kennel Club AKC, with the registered name of:

Sapphire Mtn.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 AKC litter registration number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIRE: AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAM: AKC#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Sapphire Mtn. PUPPY described above is sold for the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A PET PUPPY is defined here to be a MINIATURE POODLE PUPPY which is in good health at the time of sale, and embodies the characteristics of the MINIATURE POODLE This PUPPY is purebred and the litter has been (registered) with the American Kennel Club.

The PARENTS of this PUPPY have had X-rays to establish that they are free of Hip, Elbows and Knee Dysplasia (Patellar Luxation), EYE CERF & PRA. Copies of all testing are provided ***on request..***

This PUPPY is registered with a limited registration, which will prohibit breeding and registering offspring. The BUYER agrees that this PUPPY is to be spayed/neutered at the appropriate age of (6 mo.) allowing for some sexual maturity of the PUPPY which is necessary for their development. Veterinarian confirmation of this procedure must be supplied to the BREEDER by the time the PUPPY is 7 mo. of age or the contract is null & void.

 The BREEDER shall NOT be held responsible for the development of non-genetically derived disqualifying faults, disease, or disorders. Some of these would include common puppy ailments such as worms & parasites, allergies, any viral or bacterial diseases brought on by parasites, seizures, cancer, tooth extractions or any complications where there are no conclusive genetic tests available. The BUYER recognizes that there are health issues that are not a result of genetics and that the BREEDER is doing everything they can to provide you with a healthy and sound puppy, . The BUYER agrees that the SELLER is not responsible for the actions or safety of this puppy once it leaves the SELLER’S possession. ***The SELLER is not liable for any costs that result from such actions.***

***No refunds in regards to this puppy, will exceed the purchase price of the puppy should further expenses be incurred.***.

**HEALTH GUARANTEE**

 The BREEDER guarantees the above described PUPPY to be healthy at the time of the sale.

 All puppies will be vaccinated by the BREEDER with initial Parvo/Distemper vaccines, ***unless otherwise requested as an informed choice.***  The BREEDER ***does not accept liability or responsibility for the result of or disease resulting in the lack of vaccinations performed on the puppy. It has been found that many immune disorders, etc. are a result of vaccinations, especially those given prior to 8 weeks of age.***  It is documented publicly that Vaccinations can carry negative effects to the PUPPIES health, safety, well-ness and longevity. Researching and making ***an informed choice*** in regards to vaccinations is the astute responsibility and decision of the BUYER. It is in the BUYERS best interest to research all vaccines, in particular, the Rabies vaccine, including any detrimental effects this vaccine has to the breed of the poodle. REFERENCE: (***Vaccine Guide for Dogs & Cats by Catherine J.M. Diodati, MA).*** The BREEDER will provide the BUYER with a Health Record and pertinent information detailing the treatment the PUPPY has received under the BREEDERS care and future care the BREEDER feels is essential to the PUPPY’S wellbeing.

***If your choice is to NOT have your puppy vaccinated AFTER we have made the puppy selections, please sign and date:***

***\*Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_***

We will not ship a puppy until we are certain that the puppy is ready for air travel to your home and has passed a veterinary health inspection when getting the health certificate that is required for airlines travel and is free from any illness. (The PUPPY has to be at least 8 weeks of age to travel with the airlines.)

The BREEDER does not assume any liability for any injury to said PUPPY after delivery. ***For your health gurantee to be in effect,*** the BUYER agrees to have this PUPPY examined by a veterinarian within 3 days of delivery, (unless otherwise agreed upon due to travel, etc). If the PUPPY is found to be other than healthy by the BUYER'S veterinarian, it shall be returned to the BREEDER immediately, and the purchase price will be refunded. Deadline for this refund is one month from the purchase date.

The BUYER agrees to maintain the PUPPY’S health in good condition, and to provide yearly examinations, dental care, necessary supplements and a high quality food and any other usual procedures necessary to assure good health, including proper training and care. Regular grooming is essential for the poodle breed and finding a good professional groomer or preferably learning to groom your own pup is also very cost effective and is recommended.

The BREEDER has done everything possible to produce healthy sound PUPPIES both by breeding only dogs (parents) that are certified free of Hip, Knee (Patellar Luxation) & Elbow Dysplasia, PRA & Eye Cerf and by raising the puppies in the best way possible in regards to diet, nutrition, exercise, socialization and veterinary care.

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc.. The BUYER assumes the responsibility to carry on with the appropriate nutrition, exercise and feeding schedule, as supplied by the BREEDER..

Great care needs to be taken with the smaller breeds of the poodle in jumping off of heights as young puppies that can cause breaks in limbs/injury, etc. and around small children who can play rough or cause injury to limb or eyes or stress.

The BUYER hereby agrees that if at any time the BUYER cannot take proper care of the PUPPY, the BUYER must contact the BREEDER and the BREEDER will have the first choice to either: (a) take the PUPPY back or (b) assist the BUYER in finding a suitable home for the PUPPY.

The BREEDER guarantees this PUPPY to be free of any genetic diseases for a period of 2 years from date of sale. Genetic diseases may or may not surface until later in a dog’s life cycle. Some genetic issues can however, become identifiable within a 1-2 year period.. If at any time during this 2 year period, Hip, Knee or Elbow Dysplasia, or Eye Disease (Eye injuries not covered) is diagnosed , we will replace the PUPPY. Any related shipping costs would be the responsibility of the BUYER. The first PUPPY the BUYER has purchased may be EITHER returned to the BREEDER at the BUYERS expense OR retained by the BUYER

The BUYER agrees that the SELLER is not responsible for the actions or safety of this PUPPY once it leaves the SELLER’S possession, as we cannot control the exposure of the puppy after leaving our home. The SELLER is not liable for any costs that result from such actions.

Great care must be taken in transporting your puppy until they are fully vaccinated. When taking your puppy to the vet or any public places it is recommend that the puppy travels in a crate for health and safety purposes until all vaccinations have been given.

Miniature and Toy Poodles (especially the toys), being the smaller of the sizes, are more susceptible to hypoglycemia (low blood sugar), which can be brought on by the stress of a new home and environment, being handled too much, not eating properly or frequently enough, too much play or heat extremes. Please be sure and watch your puppy closely, and make sure he/she is eating and drinking regularly.

It is highly recommended that you add the NuVet Vitamins & Fastrack Microbial to their food daily as well as the Fastrack Microbial Powder for general overall health of your poodle.

All provisions in this contract are designed to safeguard the PUPPY, the breed in general and/or the community, and as such, violation of any provision will cause damage to the BREEDERS reputation. Failure to comply with any provision will result in the return of the dog to the SELLER at the BUYERS expense.

The BREEDER strongly recommends that the BUYERS provide proper socialization opportunities for the PUPPY.

***This guarantee is non-transferable and will not be honored if this puppy is sold or otherwise transfered.***

The BREEDER neither makes or implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the BREEDER and BUYER with respect to this sale. BUYER'S signature below indicates that he/she has read, agrees and does understand all the conditions of the Sales Agreement and Contract of Sale.

\*The Buyer has read the contract in full and agrees to uphold all covenants of this Agreement as of this day:

**\*(I) The BUYER agrees to a non-refundable deposit .\***

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ 201\_\_\_

BUYER/BUYERS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2ND SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP:\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or CELL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BUSINESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-MAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BREEDER: Steve or Debbie Euker SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: miniatureandtoypoodles.com

Website: www.miniatureandtoypoodles.com