**Sapphire Mtn. Miniature and Toy**

 **Poodles**

Miniature Puppy Purchase Agreement

Unlimited Registration

(Please read in full and carefully)

Debbie & Steve Euker

3746 Reed Butte Rd.

Stevensville MT 59870

**(406) 240-9560**

**debbiespoodles@gmail.com**

**www.miniatureandtoypoodles.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 PUPPY, registered with the American Kennel Club AKC, with the registered name of:

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

 AKC Litter Registration#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In agreement on the purchase of a miniature poodle puppy we voluntarily enter into, and agree to all terms delineated in this contract as witnessed by the signatures below.

You, (the BUYER) agree that this puppy will not be used to breed mixed breed offspring of any type. He/she will be used to breed and produce only the miniature poodle breed. If found that this Sapphire Mountain Miniature Poodle Puppy has been used for mixed breed production (breeding), this contract will have been breached and will render this contract and all of its contents null and void.

I (THE BREEDER) reserve the right of refusal to sell a puppy to anyone, at any time for any reason.

***SAPPHIRE MOUNTAIN MINIATURE & TOY POODLES*** reserves the right to keep any puppy from any litter as the 1st pick of the litter if we so choose at any time for our breeding program. Puppy selections of the litter would then follow after our selection.

**BREED/SHOW PROSPECT TERMS**

Color: \_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_ Litter ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Whelp # \_\_\_\_\_\_\_\_\_\_\_\_ out of:

 Sire: AKC# \_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_ RegistrationName:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dam: AKC# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_

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

Puppy as identified above is guaranteed until 2 years of age for the known congenital defects affecting the Miniature Poodle breed. The parents of this puppy have been tested for: PRA, (Clear) or Clear by parentage, Eye Cerf: (Normal), OFA (Hips) Pallellar Luxation: (Normal) Elbow Dysplasia:(Normal)

I. Should the Puppy be diagnosed with any genetically derived medical disorder which is attested to by two un-associated veterinarians, thereby causing both the BUYER and the BREEDER to agree that the Puppy cannot ethically be bred, the BREEDER will, ***upon provision of veterinary reports,*** provide the BUYER with (ONE OF THE FOLLOWING OPTIONS).

A) Should the BUYER choose to keep the Puppy as a pet and not purchase another dog for breeding, the BREEDER will refund the difference of the PET PRICE \_\_\_\_\_\_\_\_\_ & BREEDING PURCHASE PRICE OF: $\_\_\_\_\_\_\_\_\_\_ The Puppy must be spayed or neutered before a refund check will be issued, and a spay/neuter certificate must be provided to the BREEDER by the BUYERS veterinarian of choice.

 OR

B) Should the BUYER choose to keep the Puppy and accept a replacement breeding quality puppy, the BUYER must pay the pet price AND ***any shipping or miscellaneous charges associated with the transport of the replacement puppy.*** Upon receipt of the spay/neuter certificate from the vet and the pet price of $\_\_\_\_\_\_\_\_, the BREEDER will provide a replacement breeding quality puppy as soon as such a puppy is available to the BREEDER.

***ABSOLUTELY NO REFUNDS IN FULL WILL BE GIVEN, ONLY A REPLACEMENT PUPPY***

***WHEN ONE IS AVAILABLE***

C. Should the BUYER choose NOT to breed their male/female, NO refunds will be given between the Pet and Breeding Price.

II. The BREEDER shall *NOT* be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders, variations of diet and exercise and environmental factors that are beyond our control. Some of these would include common puppy ailments such as worms, any viral or bacterial diseases brought on by parasites, seizures, cancer, tooth extractions, reactions to vaccinations or any complications where there are no conclusive tests available. The BUYER realizes that there are health issues that are not a result of genetics and that the BREEDERS is doing everything they can to provide you with a healthy and sound puppy, through care, nurturing, genetic testing and diet. The BUYER agrees that the SELLER is not responsible for the actions or safety of this dog once it leaves the SELLER’S possession. ***The SELLER is not liable for any costs that result from such actions***. All provisions in this contract are designed to safeguard the dog, the breed in general and /or the community, and as such, violation of any provision that will cause damage to the seller’s reputation. Failure to comply with any provision will result in the return of the dog to the SELLER at the BUYERS expense.

 **HEALTH GUARANTEE**

I.. The BREEDER guarantees that the Puppy is in good health and has received the appropriate vaccinations and worming schedule for the Puppy’s age, ***unless otherwise requested as an informed choice***. This vaccine includes Canine Distemper,/Parvovirus Vaccine (ONLY). The BREEDER ***does not accept liability or responsibility for the vaccines, the result of or disease resulting in/AND/OR/the lack of vaccinations performed on the puppy****.* It is documented publicly that Vaccinations can carry negative effects to the PUPPIES health, safety, wellness and longevity. Researching and making an Informed Choice with vaccinations is the astute responsibility and decision of the BUYER. It is in the BUYERS best interest to research all vaccines, in particularly the Rabies vaccine, including any detrimental effects this vaccine has to the breed of the poodle. (***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 Puppy's wellbeing.

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

II. If the puppy is found to be other than healthy by the BUYERS veterinarian within 3 days after delivery to BUYER (unless otherwise agreed upon do to travel) and attested to in writing to the BREEDER by BUYERS veterinarian, the Breeder will provide the BUYER with a replacement breed quality puppy as soon as such a puppy is available to Seller, or refund 100% of purchase price after the puppy has been returned to the SELLER. ***For your Health Guarantee to be in effect you will need to take your puppy to a licensed veterinarian within 3 days of purchase (unless otherwise agreed upon to do travel) for a well-puppy checkup. Weekends and holidays are not counted into this timeframe.***

III. The BREEDER strongly recommends that the BUYER attend obedience classes with the Puppy and provide proper socialization opportunities. The BREEDER has done the groundwork to prepare the pup for socialization, but the BUYER is responsible to further the appropriate socialization skills for their puppy.

 **GENERAL**

I. The BUYER agrees to either: (a) allow the BREEDER the right of first refusal should the BUYER decide to sell, relinquish or transfer the Puppy or (b) assist the BUYER in finding a suitable home for the PUPPY. This contract between BUYER & SELLER is Non-Transferable.

II. Should the BUYER choose to break any of the covenants of this Agreement, the remainder of the Agreement will be considered null and void.

III. 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 of the conditions of the Sales Agreement and Contract of Sale.

IV. ***YOUR DEPOSIT IS NON-REFUNDABLE TO ASSURE US THAT YOU ARE SERIOUS AND COMMITTED TO GETTING YOUR PUPPY.***

***IF FOR SOME REASON WE DO NOT HAVE THE COLOR OR TEMPERAMENT THAT YOU ARE LOOKING FOR IN A PUP, WE WILL MOVE YOUR DEPOSIT TO A LATER LITTER.***

***ONLY EXCEPTIONAL CIRCUMSTANCES WOULD APPLY FOR A DEPOSIT REFUND***

\*The Buyer has read the contract in full and agrees to uphold all covenants of this Agreement as of this day of\_\_\_\_\_\_\_\_\_\_\_\_201\_

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

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

2nd Buyers Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breeder: Steve or Debbie Euker\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_

Website: www.miniatureandtoypoodles.com E-Mail: debbiespoodles@gmail.com