**Sapphire Mtn. Miniature and Toy**

**Poodles**

Toy Poodle Puppy Purchase Agreement

Unlimited Registration

 Breeder/Seller: 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 number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In agreement on the purchase of a toy 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 toy poodle breed. If found that this Sapphire Mountain Toy 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. We also reserve the right to keep any puppy from any litter for our breeding program.

 **BREED/SHOW PROSPECT TERMS**

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

 Sire: AKC# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ Reg Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dam: AKC# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ Reg Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pup as identified above is guaranteed to 2 years of age for the known congenital defects affecting the Toy Poodle breed. The parents of this puppy have been tested for: PRA, Eye Cerf: (Normal) Pallellar Luxation: (Normal) Elbow Dysplasia:(Normal)

I. Should the Puppy be diagnosed with any genetically derived medical disorder which is attested to by two non-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 and 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, and accept a refund, 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 relinquish ownership of the Puppy to the BREEDER, the BREEDER will refund the purchase price, less any shipping or miscellaneous charges necessary for the transportation of the Puppy to the Breeder. OR

C) 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.

II. The BREEDER shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders which are due to the BUYERS negligence. 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.. The BREEDER will provide the BUYER with a Health Record detailing the treatment the Puppy has received under the BREEDERS care, and future care the BREEDER feels is essential to Puppy's well being.

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. Seller strongly recommends that BUYER have the Puppy examined by a licensed veterinarian of the BUYERS choice within 3 days of receipt of the Puppy ( unless otherwise agreed upon do to travel)..

**TEMPERAMENT**

I. The BREEDER strongly recommends that the BUYER attend obedience classes with the Puppy and provide proper socialization opportunities for the 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, and the BREEDER will have the right to repossess the Puppy at the BUYERS expense.

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. The SELLER retains the right to cancel the order and return the BUYER’S deposit at any time prior to the pickup/delivery of the puppy.

The undersigned agree to uphold all covenants of this Agreement as of this day of\_\_\_\_\_\_\_\_\_\_\_\_200\_

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

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