



## Sales Contract

The below described canine shall hereafter be referred to as the "Puppy":

**Puppy Identification:** \_\_\_\_\_

**Microchip #:** \_\_\_\_\_ **Sex:**  Male  Female

**Colour:** \_\_\_\_\_ **Coat:**  Plush  Smooth

**Sire:** \_\_\_\_\_ **ISSA #:** \_\_\_\_\_

**Dam:** \_\_\_\_\_ **ISSA #:** \_\_\_\_\_

**Date Whelped:** \_\_\_\_\_

**Quality:**  Pet  Pet-Upgradable  Breed  Show

The below described individual shall hereafter be referred to as the "Buyer":

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

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

**City:** \_\_\_\_\_ **Prov/State:** \_\_\_\_\_ **Postal/Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Margaret/David Baumgarner of Victory Shilohs, hereafter referred to as "Seller", agrees to sell the Puppy to the Buyer for a sum of \$\_\_\_\_\_ and compliance with the other terms of the contract. No other warranties or conditions are either expressed or implied.

1. The Puppy must be registered with the ISSA and the canine's registered name must include "Victory" as either a prefix or suffix. If not, this guarantee is null and void.
2. The Puppy is purebred and registrable with the ISSA and the pedigree is true and correct.
3. The Buyer must complete all requirements for the Temporary Registration (prior to 7 months) and the Permanent Registration (prior to 14 months) with ONLY the ISSA. Failure to complete the registration will render the guarantees null and void.
4. Seller guarantees that the Puppy is free of life threatening diseases or disabilities at the time of delivery to the Buyer.

Should life threatening diseases or disabilities be discovered by the Buyer within 72 hours after receipt of the Puppy, and attested to in writing to Seller by the Buyer's Veterinarian, Seller will provide Buyer with a replacement puppy. The price paid by Buyer will be applied towards a new puppy as soon as such a puppy is available.

The Puppy must be returned to Seller, at Buyer's cost within ten (10) days of sale.

5. The Puppy is guaranteed to one (1) year of age against any genetic defect, confirmed by necropsy conducted by a licensed Veterinary Pathologist, that arises causing termination of life. This specifically excludes internal and external parasites.

After confirmation that the claimed condition warranting termination exists, Seller will apply the original price paid towards an equally valued replacement puppy.

6. The Puppy is guaranteed against crippling Hip Dysplasia by two (2) years of age. This specifically excludes any dysplasia caused by environmental factors or Buyer mishandling.

No later than 14 months old the Puppy must have hips radiographed and sent to either PennHip or OFA (Orthopedic Foundation for Animals) and the certified results must be sent to Seller. If not, the above Hip Dysplasia guarantee is null and void.

Should severe Hip Dysplasia be identified by PennHip or OFA, the x-rays must be sent to Seller. Once confirmed, Seller will apply the original purchase price paid by the Buyer towards an equally valued replacement puppy.

7. Any decisions involving the Puppy's life must first be discussed with the Seller. Seller reserves the right to have the dog returned alive, along with registration papers, should the Buyer plan to euthanize the Puppy.
8. All medical bills and otherwise incurred expenses of raising, showing or training the Puppy remain the responsibility of the Buyer.
9. The Buyer agrees to keep the Puppy for as long as he/she lives, unless unforeseen circumstances arise. Should the purchaser not be able to care for this Puppy, Seller must be notified first and be given first option to reclaim the Puppy at no charge. The Puppy may not be sold or placed in another home without the written consent of Seller.
10. The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care to the Puppy. This includes keeping the Puppy parasite free and up to date with vaccinations, proper nutrition given at regular intervals, and fresh water available at all times.
11. The buyer agrees to keep the Puppy slim throughout the normal growth period, until two (2) years of age.
12. The Puppy must never be chained or tied out. Violation of this can result in confiscation of the Puppy. The Buyer promises to provide a safe environment for the Puppy and never allow the Puppy to roam freely without proper fencing or supervision.
13. Buyer agrees to properly socialize the Puppy from the time that they take the Puppy home and throughout the first two years of life.
14. Buyer agrees to notify Seller of any change of address, phone number or email address during the lifetime of the puppy.
15. Deposits or pre-payments will only be refunded if the bitch (dam) does not conceive or sufficient puppies are not available. The Buyer may choose to leave the deposit for the next available litter.
16. Final payment of all fees must be received two weeks prior to puppy placement. Personal checks will be accepted provided they are presented an additional 7 days prior. Recommended payment is money order or email bank transfer. PayPal is also accepted; however an additional 3% will be added to cover the cost of the transaction fees. (Under no circumstances will a puppy be released without full payment.)

- 17. Buyer has the choice to pick up the Puppy in person from Seller, or the Puppy may be shipped to the airport nearest to the Buyer.
  - a. If the Buyer chooses to ship the Puppy, there will be an additional fee of \$225 plus the cost of airfare (Air Canada prices averages between \$150 and \$195). The fee will cover the cost for airline approved shipping crate (and crate bed), Health Certificate, and transportation to the airport.
- 18. All puppies will have first set of shots and de-wormed at Seller’s expense.
- 19. Buyer has reviewed and understands the Recommended Feeding and Socialization Guidelines provided by Seller.
- 20. Buyer has reviewed and signed the Spay/Neuter Agreement.
- 21. If any piece of this contract is invalid, the rest of the contract remains valid
- 22. This contract is not transferable and constitutes the full agreement of the parties.

Wherefore, the above named Seller and Buyer have executed the foregoing contract of Sale on this \_\_\_\_ day of \_\_\_\_\_.

I, the Buyer, accept full responsibility for the Puppy and release Victory Shilohs from any liability. My signature below certifies that I have read, understand and agree to Victory Shiloh’s Sales Contract.

Signature of Buyer: \_\_\_\_\_

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

My signature below certifies that I have read, understand and agree to Victory Shiloh’s Sales Contract.

Signature of Seller: \_\_\_\_\_

Printed Name of Seller: Margaret/David Baumgarner, owner of Victory Shilohs