

#### Laura and Lisa Vivolo

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This is a contract for the sale of a Companion purebred AKC Havanese. This document concerns a live animal and is executed with prejudice in favor of that animal's well being by those signing. This is a contract only and shall not be used for, nor constructed to be an application for registration of that animal or the get of any animal named herein. This contract applies to the original puppy and the original buyer only and is non-transferable to a second party unless approved by seller/breeder and notarized. No replacement puppy will be given if this puppy has been bred outside the limitations of this contract or if the terms of the contract have otherwise been breached.

### **BUYER'S REPRESENTATION**

he buyer agrees that he/she is not acting as or in part of, any agent in the purchase of this puppy and that the b vill not sell the puppy or any of its progeny to any agent, animal broker or pet store. Buyer warrants that puppy	
remain in his/her sole custody. This agreement is made between Grandview Havanese (breeder/seller)	
and	(Buyer)
for one puppy ( ) Male ( ) Female, color / markings are	·
The puppy's sire is	and
the dam is	
Litter number (pending) born on	

#### TERMS AND CONDITIONS

The buyer is subject to all terms and conditions set forth below and as follows: The Buyer agrees to assume full responsibility for the dog once it leaves the premises. The buyer further agrees to provide food, water and a warm and safe environment. Buyer agrees to seek a veterinary exam within 72 hours of leaving the seller's premises to retain possession. Thereafter, hold the breeder blameless and not liable for any further medical condition of the animal

If not satisfied, the animal is to be returned to the breeder within 24 hours from the veterinary exam, at the buyer's expense. The buyer also agrees that in the event of the death in those 72 hours' puppy will be taken to a vet for an autopsy that both buyer and seller agree upon. If death is proven to be due to genetic illness and/or illness contracted while in the seller's care, puppy will be replaced with autopsy expense refunded. This puppy comes with a TWO YEAR GENETIC HEALTH GUARANTEE. If the puppy dies of a genetic health problem, examples: liver, kidneys or heart the buyer must provide written proof from a license veterinarian and notified the seller/breeder within 24 hours of puppy's passing. The puppy will be replaced as soon as a replacement puppy is available by breeder. Buyer initial \_\_\_\_\_\_\_.

We highly recommend the said puppy to stay on NuVet Plus supplement under the manufacturers recommended dosage for the weight of the dog. To order these supplements please use this code 54163 for each purchase. By doing this it allows Grandview to be able to track buyer's orders and know buyer has their puppy on NuVet Plus, ensuring a good health plan is being set for the puppy.

There will be an extra page with all the information needed to order the product from the company or from Grandview. NuVet 1-800-474-7044 ID Code: 54163. All above claims will only be honored with written documentation from a licensed veterinarian. The breeder has taken every reasonable precaution to ensure the

physical soundness and temperament of the animal. All health testing has been completed on both sire and dam as well as posted on the OFA site. Both parents are free of hereditary defects as far as known.

The buyer also agrees that the puppy will have regular schedule visits with a license veterinarian, under the veterinarian-scheduled recommendation. As far as but not limited to shots, worming, teeth cleaning and over all physical health of puppy. Records should be available to the seller if needed at any time. Remember an overweight dog can lead to leg problems, jumping off of couches, beds or even being accidentally dropped can lead to serious injuries. Do not allow your puppy to do excessive jumping until fully developed.

## **IMPORTANT NOTE**

Grandview (seller) does not guarantee any health related issues of loss of life due to a reaction caused by vaccinations or flea and tick preparations administered either orally or on the skin surface. Grandview does not give Leptospirosis or Corona to any puppies. Havanese can be sensitive to these shots and buyer should seek advice from their veterinarian before giving this shot. As a breeder/seller Grandview has done everything possible to assure the bloodlines of their dogs are free from eye defects. Grandview dogs go in yearly for eye exams. Grandview (seller) cannot be held responsible if something does develop in the above puppy's eye. Buyers initial
COMPANION PET ONLY
The puppy is being sold as a pet only. Buyer agrees to spay or neuter puppy at ONE YEAR of age or when growth plates are fully closed and no later than 16 months of age. Unless, a veterinarian says otherwise and buyer provides correct documentation stating so to seller. Remember neutering/spaying your puppy before 12 months of age can cause issues while your puppy is maturing. A copy of the spay or neuter certificate is to be sent to the breeder showing the puppy was altered by 16 months or your TWO YEAR HEALTH GUARUNTEE will be voided. Buyer's initials
The breeder will pay all registration fees to register the puppy. AKC papers marked LIMITED will be mailed directly from AKC to the buyer's address. Any offspring from this dog will never be able to be registered with AKC. Buyer agrees to pay a penalty of \$5,000 dollars to the Breeder if companion dog is bred (whether by willful intent or by accident) and the Breeder will repossess the dog and offspring. It is understood that this provision is included to protect the integrity of the Breeder's Dog bloodlines. Buyer's initials
PURCHASE INFORMATION
In consideration of the fee of \$3500 dollars, a retainer of \$500 dollars is due in advance to reserve a puppy and the remainder of \$3,000 dollars to be paid by cash, cashiers' check, money order or another form of payment agreed upon before puppy leaves breeder/seller. The retainer is NONREFUNDABLE for any reason your no longer able to proceed with purchase of puppy after a retainer has been made the retainer can be transferred to another litter at a later date. In the event a retainer was made but there is not a puppy available due to an unforeseen circumstance. The retainer will be refunded. Buyer's initials
Grandview does not ship dogs out of state. The buyer is responsible for either flying in themselves or hiring a courier to fly with puppy. Puppy must be paid in full before this is arranged. Additional supplies and health certificate will be at the buyer's expense.
If for any reason after a deposit was received and seller decides it is in the best interest of the puppy not to be placed with buyer the deposit will be refunded.
Puppy does not become property of buyer until puppy has been paid in full and leaves seller's premises.
Buyer's initials

# RELINQUISHMENT OF PUPPY

The Buyer hereby agrees that if at any time the buyer cannot take proper care of the dog, the buyer must contact
Grandview and Grandview will have first choice to either (a) take the dog back and /or (b) assist the buyer in
finding a suitable home for the dog. Neither of these two options guarantees that the buyer will recover all or
any part of the purchase price.

The Buyer agrees to never be abusive in treatment and shall not under any circumstance keep the dog strictl	ly an
outside pet or watchdog. Buyer further agrees and understands that the Seller may repossess the dog upon	
evidence of neglect and/or abuse at no expense to Seller and no refund of monies. Buyer's initials	

JURISDICTION
This contract is to be construed in accordance with the laws of the State of Washington. If any legal action is to be taken by either Seller or Buyer the venue shall be in King County, Washington State. If any provision of this document is invalid or unenforceable under applicable law, this document shall be ineffective to the extent of such invalidity only and shall remain in full force and effect otherwise, without affecting the remaining provisions. Buyer's initials
BUYER INFORMATION
Full legal name(s):
Physical Address:
Mailing Address if different from above:
Contact number:
Email:
THIS IS A BINDING CONTRACT
By signing this document and returning it with the deposit, you agree that you have read and fully understand all the terms and conditions set in above contract. No variations are accepted unless in writing, agreed upon and signed by both buyer and seller. Buyer's initials
ACCEPTANCE
I (buyer) have read the above contract and fully understand the terms of the contract and the TWO-YEAR HEALTH guarantee.
Signature of Buyer Date

Signature of Breeder/seller\_\_\_\_\_\_ Date \_\_\_\_\_\_.

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