

Underfoot Kennels

Agreement of Sale and Limited Health Guarantee

Sold to: _____

Address: _____

Telephone: _____

E-mail: _____

Read and Initialed "PUPPY/DOG INFO/CARE CHECKLIST"? Y/N

Veterinarian Reference? Y/N Name: _____ Phone: _____

1st Personal Reference? Y/N Name: _____ Phone: _____

2nd Personal Reference? Y/N Name: _____ Phone: _____

Chihuahua: M___ F___

Description: _____

AKC Documents included in sale? Y/N

Registration: Limited/Full?

Registration or Litter#: _____

Sire: _____

Dam: _____

Whelped: _____ Microchip #: _____

Price: \$_____ Less Deposit: \$_____ Amount due: \$_____

Method of payment:

Cash: _____ Money order: _____ Check #: _____ Photo Copy ID? Y/N

If payments, describe terms: _____

Underfoot Kennels

This agreement is made on this ____ day of _____, 2008 between Underfoot Kennels, located at 20428 36th Ave N W Stanwood, Wa 98292, (hereafter, "seller"), and (_____) (hereafter, "buyer"), for the purpose of setting forth the terms and conditions of the purchase of the purebred Chihuahua identified above. To all of Underfoot Kennels customers, if this agreement is not signed for any reason, it shall still hold true to all Underfoot Kennels puppies to protect both Buyer, and Seller unless other arrangements have been made in advanced, in writing, and signed by both the buyer and the seller. Also, let it be known that email/fax are acceptable forms of communication as long as all terms are in one document and it is clearly stated in such emails/faxes of any agreed upon terms or conditions and it is indicated by both seller and buyer that they agree to the terms. Underfoot Kennels reserves the right to NOT sell a puppy or dog to anyone, at their discretion. If you should have any other questions or concerns, please feel free to email Underfoot Kennels at (amabsher@hotmail.com) or call (360) 652-9690 or on my cell at (425) 210-7453.

Seller guarantees that the puppy/dog is in good health, has received age appropriate medical inoculations (excluding Rabies unless otherwise noted), worming, proper socialization, regular daily care and grooming. Seller will provide the buyer with medical records detailing treatments the dog has received under seller's care. Please consult with your veterinarian about the risks of using LEPTO in any shots, or adult boosters. Seller is not responsible for the health conditions which can result from over vaccination if your veterinarian does not choose to honor the records produced by the seller.

This dog / puppy is to be sold as a pet. The intent of this contract is to provide the buyer with a quality pet. No warranties or guarantees other than those stated in this agreement have been given or implied. This dog is being sold with AKC (American Kennel Club) registration. Application for registration shall be considered the same. It shall be understood that at the time of sale, this dog is NOT represented to be for show or breeding but only that it is purebred and is representative of its breed and is suited as a pet. Seller does not guarantee the reproductive qualities of this dog or for any puppies that this dog may produce. Seller offers a 10 day guarantee of health for a cash refund, less the deposit or buyer may choose a different puppy/dog and transfer all money including the deposit toward the purchase price of a different puppy. If the replacement puppy/dog has a higher value, the buyer agrees to pay the difference for the replacement puppy/dog. To receive a refund or replacement puppy/dog, you must return the puppy/dog, any and all health records; include a statement from the vet who determined the puppy/dog to have poor health describing the condition and recommendations for treatment, and the registration papers for the puppy/dog to the seller.

Buyer agrees to have the puppy/dog examined by a Vet within 10 days of receipt of the puppy/dog for this guarantee to be valid and proof of such exam will be provided by buyer to seller in the event of a health issue resulting in the need for a refund or replacement of the sick puppy. This health guarantee does not include environmental illnesses such as parasites, allergies, viruses or colds as they are beyond the control of the seller. If the seller finds that an infection of these natures is happening or has happened during the time that the buyer's puppy/dog are or was present and exposure is likely, Seller will contact buyer immediately and inform buyer of such happenings. Since these conditions may be caused by environment and injury: trachea problems, leg pereaht's, liver shunt, hernias and luxating patellas are not covered under this warranty.

Seller is not responsible for a sold dog if it has suffered neglect, mistreatment, or exhibits temperament faults that are the result of lack of training or abuse while in the possession of the buyer. Lack of training and/or socialization on the part of the buyer does not constitute poor breeding on the part of the seller. Seller does reserve the right not to replace the puppy or any money's to the buyer if the puppy was/is mistreated which also includes improper diet and/or abuse during potty training, etc. In which case, no puppy shall be replaced to protect any future puppy from going through any type of mistreatment or concern. Seller will always accept the return of an unwanted dog or puppy for which seller is responsible for bringing into this world. Refunds or partial refunds will be considered at the sellers' discretion as long as the dog or puppy is returned with all

Underfoot Kennels

documentation including but not limited to AKC registration papers and Vet records. No refunds or replacements will be honored if there is evidence which supports abuse or neglect of the dog or puppy.

The Buyer and Seller agree to a (1) one-year from date of purchase warranty against fatal and life altering, disabling, congenital defects, the seller guarantees the dog against any debilitating congenital defects (a defect that would prohibit the animal from leading a normal pet life) which adversely affects the health or life of the animal. Determination of a congenital defect is to be made by the unanimous agreement of two unassociated veterinarians. Cost of the opinions is to be assumed by the buyer. The seller must be promptly notified of any problems in writing by the buyer's veterinarian within 24 hours of any illness and buyer agrees to follow any advice from the veterinarian until a second opinion can be determined and if found in agreement, the puppy shall be returned to the seller. Under NO circumstances is the seller to be held responsible for neither medical nor any shipping expenses. All items covered under this guarantee are by replacement only. We do not give cash refunds except where specified in this agreement. Date of purchase shall be considered the date that buyer takes possession.

If a problem develops that is proven to be the seller's responsibility, The Seller will provide a replacement puppy, provided the living dog and its registration papers are returned to seller/breeder. Unless dog/puppy had to be euthanized by buyer's veterinarian or death, in which case a written statement from said veterinarian all medical records and copy of autopsy report stating the defects are provided. All registration papers must also be returned to seller to qualify for a replacement puppy. Seller will not over breed dogs for the sake of honoring this agreement. Buyer understands that Underfoot Kennels is a small breeding program and that it can and will take time to have available puppies and if the buyer wants a puppy from the same coupling of parents it can take one year or more for the mother to heal from the 1st breeding and that depending on the size and development of the chosen puppy, that it may not be ready for a new home until the age of 12 to 26 weeks of age at the discretion of the seller. With all of this in mind, the buyer shall have first pick of any litters unless the seller has contracted with another party for pick of the litter, in which case, buyer will have second choice or may wait until the next litter. The seller reserves the right to place a value on a puppy at the approximate age of 8 weeks. The starting price for a puppy at the time of this agreement is \$1200 and will be adjusted to what the market will bear for a dog or puppy of comparable blood lines, conformation, coat length, color, markings and temperament. It is understood by the buyer that the seller has sold dogs/puppies from \$600 to \$3500 and that pricing is at the sole discretion of the seller. Seller agrees to be fair and not to artificially inflate the value/price of a puppy chosen for replacement. Buyer is encouraged to ask the value of puppies before making a replacement decision.

If the buyer requests delivery of dog or puppy or a replacement puppy, it shall be airfreight (unless otherwise arranged and agreed in writing), prepaid to a designated location. The buyer assumes all costs, responsibilities, and liability related to shipping, including, but not limited to; air, land or water transportation, quarantine expense, other vaccinations not included in the "Sales Contract", food, care, injury, death, other health related issues, boarding and/or all other third party handlers.

Buyer will pay for the dog in accordance with the terms of this contract. Buyer understands that each puppy/dog will have a non-refundable deposit of \$300. This deposit is transferable at the sellers' discretion if for some reason the puppy/dog should have a change in its condition or if it should die before buyer takes possession of the puppy/dog. If payments are made toward a puppy/dog, and for some reason, the exact puppy/dog should become not available due to a health issue or death, and the buyer does not choose to transfer the deposit and additional payments over to a different puppy/dog, the seller will refund all money except the deposit to the buyer in a timely manner agreed upon by the buyer and the seller. If payments are not received as described above for a period of 30 days from due date, and buyer does not make a genuine effort to make arrangements that are agreeable to the seller, or if buyer repeatedly has slow or missed payments,

Underfoot Kennels

seller reserves the right to repossess the puppy/dog, and if the female dog has puppies which are under 7 weeks old the seller will confiscate dependant puppies along with mother and buyer shall have no refund or replacement or recourse.

If the puppy/dog should die of a cause not resulting to improper breeding practices, the buyer understands that they will still owe the balance of the purchase price as well as any costs or fees incurred by the seller to collect said unpaid balances. Papers for dog(s) purchased on payments will be retained by the seller until total purchase price is paid in full.

A non-refundable deposit of \$_300.00_ is to be made and the puppy will be held until (_____). On that date the puppy will be shipped by seller or picked up by purchaser. Balance of the purchase price, less deposit totaling \$_____ must be paid in full before shipping date or the deposit and all money paid is forfeited unless alternate arrangements have been made in writing between Buyer and Seller. The Buyer will pay transportation costs, unless other arrangements have been made or are included in sale price.

This Chihuahua is sold with the understanding that the Chihuahua will live INDOORS, be socialized properly, and become a member of the family.

This Chihuahua is not to be placed in an animal shelter of any kind but returned to the seller at no cost to the seller. (If buyer cannot afford the cost of return, seller will make arrangements for such cost) with all reg. papers and Vet records, if you cannot keep it or find it a good loving home.

This contract is non-transferable.

By my signature, I affirm that I have read, and understand the terms and conditions of this agreement.

Buyers Signature: _____

Buyers Printed Name: _____

Date: _____

Sellers Signature: _____

Sellers Printed Name: _____

Date: _____

(Either print and sign 2 copies or make copy for Sellers Records)