

Address: 501 Sarah St.
City: Osceola Mills, PA 16866

Forevr Papillons
Danny R. Ford II & Ruth Ann Ford
Companion Pet Sales Agreement

Phone: 814-339-6571
Email: forevr@showpaps.com
Web: <http://showpaps.com>

This agreement, made this _____ day of ___ May _____, _____ between

Danny R. Ford II (Seller), and _____ (Buyer),

Residing _____

Phone # _____ (home) or _____ (cell) Email: _____

Description of Dog/Puppy Sold: Call Name of Dog: _____

Name of dog: Forevr (plus any other words for a total of 30 letters and spaces) _____

The Buyer agrees to purchase from the Seller a Female or Male of the Papillon breed,

Color _____ Registration # _____, D.O.B. _____, MicroChip# _____

Sire: _____, AKC Registration # _____

Dam: _____, AKC Registration # _____

Breeder: Danny R Ford II & Ruth Ann Ford _____

The sale of this Companion Pet Dog is a Sole Ownership

The buyer agrees and binds him/herself to take good and reasonable care of said puppy/dog. Which includes but not limited to; feed and house properly, not to let him/her run loose and/or unattended at any time, give or secure the best of attentions to the physical welfare of the puppy/dog at the Buyers expense. If the buyer is unable to provide for this puppy/dog, it may be returned to the seller at no charge or refund by seller.

The puppy/dog is sold as (Pet Quality**), as determined by the Seller.**

Pet Quality: Is defined as a puppy/dog that has a disqualifying fault or other shortcoming that precludes showing and or breeding. Said fault will not prevent the puppy/dog from living an otherwise normal and healthy life.

Purchase Price

The purchase price of the puppy/dog will be \$ _____ less the non-refundable deposit of \$ 200.00. The balance is due on or before delivery of the puppy/dog. Shipping charges, crate, health certificate & travel are additional. Additional Charges: \$ _____.

Payment: Payment by cash or wire transfer. Received _____

Sole Ownership

Seller is selling dog outright to buyer. Seller will provide Buyer with American Kennel Club (AKC) registration papers upon completion of sale, payment in full, and fulfillment of any contractual obligations as stated and agreed on this sales contract.

General Terms

Health, Special Conditions & Paperwork:

The sales contract of the puppy/dog is a guarantee of good health and the puppy/dog appears to be in good health at the time of sale. The seller knows of no known contagious diseases that the puppy/dog has been exposed to within the past 21 days and the dog does not appear clinically ill from parasitic infestations. In most cases a health certificate signed by a veterinarian will be provided at the time of sale. If for any circumstance there is not sufficient time for the seller to receive a health certificate the buyer accepts the sellers guarantee of good health in place of a vet health certificate. Initials of buyer: _____. A 10-day guarantee for contagious or infectious disease and a 30-day guarantee for genetic or hereditary disease is provided at the time of sell. Seller will state in writing any known defects or contagious illnesses on the health records provided. Upon the buyer signing and accepting the terms of this contract, all disclosed and known health concerns or defects shall be accepted by the buyer. And the guarantee stated above will not apply to these disclosed health concerns or defects. The puppy/dog has been immunized and wormed according to the attached health record. It is required that the puppy be taken to the Buyer's veterinarian within 72 hours of receipt. This agreement is made for mutual benefit to protect all parties, and the seller wishes it understood that under no circumstances will the Seller be held responsible after the 10 day and 30 day guarantee stated above. The seller is not responsible for any accidents or injuries, physical or internal after the dog leaves the sellers care and is not covered in the health guarantee. The buyer agrees to contact the seller after veterinarian consultation to let the seller know how the puppy is settling into their new home, discuss any vet findings, and ask any questions that may arise after the puppy is in the buyers care. Failure of the buyer to notify the seller of all health concerns within two business days of receiving the veterinarian's certification of illness will result in forfeiture of rights.

A registration certificate will be provided within 120 days of payment in full unless other restrictions apply.

Pet Quality Restrictions: Puppy/dog classified as pet quality will receive a limited registration and Seller will retain registration until Buyer provides proof of spay/neuter from a licensed veterinarian. *Buyer has been made aware that if they provide the seller with spay/neuter information more than 1 year after the litter is registered with the AKC, that the AKC may charge additional registration fee's to buyer or refuse to register dog. If puppy/dog is sold for the expenses of the cost of spay/neuter no registration papers will be included in the sale of the dog. Seller has no control of determinations or fees charged by the AKC. Buyer. _____

Warranties:

The Seller guarantees the following:

1. The puppy/dog is reasonable fit for the general purposes for which it has been sold - pet.
 1. The pet quality puppy/dog is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.

Should the puppy/dog develop one or more problems enumerated above, the Buyer shall have the option, with the agreement of the Seller, to: (*Note: Buyer must bring dog to Seller for warranty guarantee to be valid)

1. Exchange the current puppy/dog for another of the same quality originally purchased. The replacement will be selected by the Seller from the next available litter.

2. Return the current puppy/dog, sign off ownership of AKC-papers, after the Seller resells the dog to another buyer of the Seller's choice. The original buyers will receive a refund up to re-sale value of the dog. Return and refund will be only after sufficient evidence has been provided to the Seller to justify return and reimbursement. The Seller must agree to a refund.

At no time money is to be refunded or exchanges offered until the following requirements have been met:

1. Health Problems (contagious, infectious genetic or hereditary) : A statement from the examining Veterinarian is necessary for the return of any puppy/dog. The statement shall include the name and address of veterinarian name, name of dog, owner's name, date of exam, precise findings, recommended treatment, treatment performed and cost estimate. Statement must be present to the seller within two business days of receiving the veterinarians statement The Seller reserves the right to have said dog examined by a second veterinarian of Seller's choice. Seller will pay for Veterinary consultation for Sellers Veterinarian, but will not be responsible for expenses to Veterinarian. Should conflicting diagnosis result, a third separate opinion will be made with the cost to be shared equally between the Buyer and the Seller.

2. Can Not Keep: Forevr Papillons takes very seriously the welfare of our dogs we may sell. In the event the Buyer, at any time in the future, is unable to care for the puppy/dog for any reason, is deceased, or no longer wants dog. He/she agrees to immediately contact the Seller or have the estate contact the seller. The seller has the first option to accept the return of the puppy/dog at no charge to the Seller or act as agent to place the puppy / dog in another good home. At no time will the dog leave residence of the buyers home intact without receiving the express written consent of Forevr Papillons prior to resale or placement, unless the dog is being returned to Forevr Papillons. Non return of the dog or re-homing without written consent will be a default of contract. If the dog is found in a rescue, pound or humane society or any other facility which re-homes pets this will be a default of contract.

Naming of the dog

The Seller has the right to determine the AKC registered name of dog/puppy prior to or after sell or receipt of deposit (unless dog/puppy is already with the AKC). The kennel name "Forevr" will be the prefix word in the register name and may include any other combination of 28 characters of the Seller's choice. No other kennel name or logo will be included anywhere in the entirety of the name unless the Buyer is co-breeder of the dog/puppy on the litter registration. If dog is 5 months of age or over, Buyer may not change dogs call name unless Seller approves name change.

Contract Amendment

Any changes or additional terms to this agreement must be in the form of an Addendum and signed by all parties.

Forbearance

Forbearance or neglect to insist on strict compliance with the terms of this agreement, on the part of either party, shall not be construed as or constitute a waiver thereof. No rights or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the parties hereto.

Default of Contract

It is stipulated by and between the buyer(s) and Forevr Papillons herein, that failure to comply with the conditions of this contract shall constitute a "breach of contract" and liquidated damages in the amount of \$2,000.00 per breached occurrence will be payable to the seller.

Severability

In the event of buyer(s) death the estate will notify the sellers. If the dog has not been castrated the dog will be returned to the sellers for castration and re homing in companion home. If the dog is castrated this agreement shall be binding on the heirs, successors and assigns of each party.

If any provision of the Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable. This agreement is to be construed under the laws of the state of Pennsylvania or the state the Seller is currently a resident in. Any action or proceeding brought by any party concerning a dispute arising hereunder shall be brought to court of competent jurisdiction located in Pennsylvania or the state the Seller owner is currently a resident in.

Each party hereby acknowledge that she/he had an opportunity to review this Agreement, including the opportunity to consult with an attorney if she/he so chooses and that this Agreement is entered into knowingly, voluntarily, and an understanding of the terms hereof. No Party has relied on any representation other than the terms of this Agreement.

The Buyer(s) and Danny R. Ford II, Forevr Papillons, have read and understand this agreement and agree to all parts and portions thereof and consider it as a binding agreement between themselves.

Integration Clause

The entire Agreement between the parties is contained herein.

Signatures and Dates

Seller: _____ Buyer: _____

Date: _____ Date: _____

Seller: _____ Buyer: _____

Date: _____ Date: _____

Witness: _____ Date: _____

Print Witness Name: _____

Amendments or Additional Comments :

Interstate USA Bank Routing Information:
Account Name Net Bank
ABA: Routing #
Account#
SWIFT Code:
Beneficiary: Danny R Ford II
NetBank Address: 11475 Great Oaks Way, Suite 100
Alpharetta GA 30022

Incoming international wires should be directed to:
American Express Bank, Ltd.
New York Agency
200 Vesey Street
New York, NY 10008 USA

SWIFT:
Beneficiary Name and Account Number: NetBank,
000752766

The Dog Purchaser Protection Act -The Puppy Lemon Law - Act 27 of 1997

Summary of the Law

Who Must Comply?	Owners of USDA and PA state licensed kennels & pet shops who sell to the public. "Non-profit" kennels & shelters are exempted.
Buyer receives either: A health certificate issued by a veterinarian OR Seller may issue a "Guarantee of Good Health"	Health Certificate must be issued within 21 days of sale. "Guarantee" must state dog is healthy on the date of sale & be signed by both seller & buyer.
Information about dog provided to the Buyer	<ol style="list-style-type: none"> 1. Date of birth, sex , color & markings 2. List & date of vaccinations 3. Record of any known health problems & treatments 4. Date & type of any parasitical medications 5. Name, address & signature of seller 6. The health record, signed by both seller & buyer
Length of time for Guarantee for contagious or infectious diseases	10 days
Length of time for Guarantee for genetic or hereditary diseases	30 days
Options for Buyer if dog becomes sick or dies in days allotted	<ol style="list-style-type: none"> 1. Return do for refund of purchase price 2. Exchange dog for another 3. Keep dog and receive vet costs <u>up to</u> the purchase price, provided the dog can be cured.
Buyer's Veterinarian must issue a "Certification of Illness" for seller which shall include:	<ol style="list-style-type: none"> 1. Purchaser's name & address 2. Date dog was examined 3. Breed & age of dog 4. Condition that made it "unfit" 5. Precise Findings 6. Treatment recommended & cost estimate, if owner keeps dog
Buyer <u>must</u> notify seller of vet's examination	Within 2 business days of exam
Seller <u>shall</u> give refund, replacement or reimbursement	Within 14 days
Seller may contest findings & have dog checked by own vet	Unless hospitalized, buyer <u>must</u> take dog to seller's vet for exam within 2 business days
Sellers of "Registered" dogs to supply certain information	<ol style="list-style-type: none"> 1. Breeder's name & address 2. Name & registration number of sire & dam of puppy 3. Name & address of the pedigree registry organization 4. Registration documentation must be provided within 120 days. Time may be extended if spaying or neutering is a requirement of purchase price.
If seller fails to proved registration documentation, purchaser may elect one:	<ol style="list-style-type: none"> 1. Return dog & Receive a full refund of purchase price 2. Retain dog and receive refund equal to half of the purchase price
Guarantee information	Must be posted at place of business & given to buyer at time of sale.
Enforcement agencies	Office of Attorney General
Penalties for violations or for donducting business without proper license	Up to \$1000 for each violation

These health guarantees apply when the purchaser's veterinarian declares that the newly purchased dog is "Unfit for Purchase" "Unfit for Purchase" means any disease, deformity, injury, physical condition, illness or any defect which is congenital or hereditary and which severely affects the health of the animal or which was manifest, capable of diagnosis or likely to have been contracted on or before the sale and delivery of the animal to the consumer.

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Health Record

Dogs Name: _____ D.O.B. _____

Rabies: _____ Date: _____

Vaccination: _____ Date: _____

Vaccination: _____ Date: _____

Vaccination: _____ Date: _____

Wormed: _____ Date: _____

Wormed: _____ Date: _____

Disclosure of Health Concerns or Defects:
