



Kathy's Yorkies

Agreement to Purchase

This Agreement between the buyer ("Buyer"/ "you"/ "your") _____ and seller ("Seller"/ "we"/"our"/ "Kathy's Yorkies") Kathy Pelegrin is binding upon all parties whose signatures are affixed, as to the below described puppy, pursuant to all of the following terms contained herein. The terms "Dog" and "Puppy" and "It" in this contract refer to the puppy to be purchased by the buyer. **This purchase is considered complete, and ownership transferred to the seller, only after the purchase price has been paid in full, and the puppy picked up by you, and completely removed from the seller's possession and property.**



Today's Date: _____ Account #: _____

Puppy Birth Date: _____ Sex: _____ Color: _____

Sire: _____ Dam: _____ AKC Litter #: _____

Vaccination Date(s): _____, _____, _____, _____

Purchase Price: _____

Deposit Amount: \$ _____ Date: _____ Form: _____

Balance Due: _____

Balance to be paid in cash, on or before picking up the puppy

Buyer Name	
Address	
City State Zip	
E-Mail	
Phone	
Phone	
Puppy Name	
New Name	
Pick-Up Date /Time	

The Dog is purchased as a pet and will not be used for breeding.

Deposits / Purchase Price / Refunds: To reserve a puppy, an **Initial Deposit of \$500.00 is required.** There shall be **no refund** of the Initial Deposit, Purchase Price, Priority Pick Deposits, or other costs, except as outlined in this contract.

"Pet" versus "Breeding Stock" Purchase: We ask all buyers to be **honest, clear** and **decisive** about their purpose for ownership prior to placing a deposit or purchasing a puppy from Kathy's Yorkies. This contract is for buyers who have made the decision to acquire a "pet," which they will not breed. Consistent with the decision to acquire a pet, you agree to **spay or neuter the Dog within eight months of the date of birth.** As a matter of accountability, you also agree to provide an invoice or note from a veterinarian, indicating the Dog's name, and the completion of the procedure, to Kathy's Yorkies, in a timely manner. Furthermore, the buyer also understands that from time to time, Kathy's Yorkies may, at its discretion, choose to spay or neuter any puppy, prior to the actual date of pick up, unless there is an agreement in writing, between buyer and seller, stipulating otherwise. **REGISTRATION PAPERS ARE SENT TO YOU AFTER YOU HAVE PROVIDED PROOF OF SPAY/NEUTER.**

Responsibilities of Dog Ownership: You assume all emotional needs of and responsibility of all expenses related to the responsible care of the puppy after taking possession of the puppy, as well as any expense incurred by us, to fulfill a request made by you, while the puppy is in our possession.

Micro-Chipping & Re-Homing: We strongly suggest that you microchip the puppy as soon as feasibly possible and update the information on the chip upon any change in your address, in order to assist you in the recovery of your pet if ever lost or stolen. You agree to advise us prior to selling or re-homing the puppy so that we may maintain contact with the Dog's current owner and be available to them as a resource for questions or concerns. You agree to advise us if a situation should arise in which you are unable to keep the dog.

Pick-Up Date: The date and time noted above as the "Pick Up Date/Time" (PUDT) represents a date and time that both you and I consider an appropriate time, for you to pick up the puppy. Generally this date approximates twelve weeks of age for the puppy. You may delay, or we may delay pick up, for any reason, up to ten days past the PUDT. Notification of delay by either of us shall be communicated at least 24 hours in advance. If the puppy is not picked up by fourteen weeks of age, you effectively forfeit any rights to, or refunds of, any deposits or fees paid, and we will remain in possession and ownership of the puppy, and we are thereby released from any further performance obligations of this contract.

Health Guarantee: Within the parameters described below, we guarantee the health of the puppy upon pick-up from our home. If picked up at about the twelfth week, the puppy will have received its first few vaccination. It will have also received treatment for roundworms, tapeworms, hookworms, whipworms, giardia, coccidian, and ticks. These organisms however, commonly affect dogs, especially puppies. Over-treatment can jeopardize the health of the puppy just as under-treatment can. We do not guarantee that the puppy will be free from all parasites, but we do offer several options should your vet determine that the puppy needs

treatment for parasites, or illness. **Option A:** You keep the puppy with you, and we will pay up to \$50.00 in reimbursement costs for treatment prescribed by your vet. **Option B:** You return the puppy to our care, and we will treat the puppy, at our expense, and return the puppy to you within 15 days, and contribute \$75.00 towards a re-examination fee by your vet. For either of these options to remain valid, you will need to take the puppy to your vet within 72 hours from the time you pick up the puppy from us. You will also need to quarantine the puppy during this time, prior to the vet visit and after as well, if recommended by your vet. You or your veterinarian shall report to us any medical problems discovered, within two days of discovery. You will need to advise us at that time of any reimbursements required, or if you intend to return the puppy to our care. (Time is of the essence since any biological hazards the puppy is exposed to may also threaten other puppies in our care, if the puppy becomes a carrier.)

Should you opt to treat the puppy yourself, we will not reimburse costs of medications or vet visits, beyond that which is stated above. You affirm that you understand that puppies commonly contract various types of infections (especially parasites) through a variety of means including contact with other dogs or contaminated areas. You understand that a dog's immune system may be affected by recent vaccinations, which may also predispose a dog to infection. You understand that a dog is a living organism that is daily exposed to stressors and potentially harmful microorganisms in the environment. Furthermore, a change in living environment, companions (animal or human), food, etc... such as when the puppy goes to a new home, may also cause a temporary high-stress situation that predisposes the puppy to illness. You understand all these risks and are willing to accept full responsibility for the puppy, in the condition it is in on the day you pick it up, and for any health problems that may arise in the near or distant future.

Due to the varying kinds of dog food on the market and the different environmental conditions your puppy may come in contact with, we highly recommend he/she is given NuVet Plus daily at the manufacturer's suggested dosage for at least the first year of life.

You affirm that you have reviewed (online, or in print, or in consultation with persons familiar with the Yorkie breed) information on the Yorkie breed, including information on the temperament, energetic nature, special needs, dietary needs, companionship needs and common medical conditions of the Yorkie breed. If the puppy is found to have a life-threatening congenital birth defect, we will gladly issue you a refund of the purchase price. Should the puppy die within the first year, as a direct result of a congenital birth defect, and is thus verified by a necropsy performed by a licensed veterinarian, we will refund the purchase price. Any evidence of trauma, abuse or neglect will void all guarantees.

Venue/ State Law, Facsimile/Email Signatures: If any legal action is commenced by you or us, that involves any aspect of this contract or the adoption of the Dog referred to herein, the place of venue for such action shall be **none other than Maricopa County, Arizona**, except in the case of an appeal. You hereby assent to personal jurisdiction within such venue, regardless of your place of residence, and you agree that any judgment obtained within Maricopa County, Arizona is enforceable within the jurisdiction in which you reside, to the same degree as if obtained within the jurisdiction of your residence. Only Arizona State law is enforceable with any legal action by you or us in conjunction with this contract. You may enter into this contract by reviewing an online version of it and affirming by email, with language to the effect that you have reviewed it and agree to its terms. A facsimile or digital signature shall also be accepted as an original signature.

Continued Contact with Pemberly Yorkies: You agree to keep Kathy's Yorkies updated, for the life of the puppy, on any significant changes in your contact information. You agree to notify us of any serious health issues that the dog may experience throughout its life.

Buyer Signature: _____ Date: _____

Seller Signature: _____ Date: _____



*As always, we wish you many happy years with your new family member!
Please feel free to contact us with any questions or good news, and we
absolutely love pictures and updates!*

Kathy's Yorkies
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