

Kathy's Yorkies

Today's Date: _____

Agreement to Purchase

This Agreement between the buyer ("Buyer"/"you"/"your") _____ and seller ("Seller"/"we"/"our"/"I"/"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.**

Puppy Birth Date: _____ Sex: _____ Color: _____

Sire: _____ Dam: _____ AKC Litter #: _____

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

Purchase Price: _____ Balance Due: _____

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

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

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 us. This contract is for buyers who have made the decision to acquire a "pet," which they will not breed. You agree to **spay or neuter the Dog within 12 months of the date of birth.** _____

Responsibilities of Dog Ownership: You assume responsibility for all the emotional needs of a small puppy, and also full responsibility for all expenses related to the proper care of the puppy's health and well-being. You affirm that you have reviewed 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. _____

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 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. 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. The puppy will have received its first few vaccination. You agree to take the puppy to your vet within 72 hours from the time you pick up the puppy from us. If the puppy dies from a congenital defect within 12 month, a full refund will be offered (or replacement of puppy) with a statement from your vet stating that death was from said congenital defect. Any evidence of trauma, abuse or neglect will void all guarantees. If the puppy is found to have a life-threatening congenital birth defect, we will gladly issue you a refund of the purchase price. _____

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. _____

Buyer Signature: _____ Seller Signature: _____ Date: _____