Paradise Spots Dalmatians

**SALES AGREEMENT**

*(adapted from the Dalmatian Club of America)*

|  |  |
| --- | --- |
| Puppy’s Name: | |
| Sex: | Color/Coat: |
| Date of Birth: | |
| Microchip #: | |
| Sire: | Dam: |
| Buyer: | Telephone: |
| Address: | |
| E-Mail: | |
| Seller: | Telephone: |
| Address: | |
| E-Mail: | |
| FOR THE TOTAL PRICE OF **$** | |

This Dalmatian is guaranteed to be in good health at the time of sale (when the Buyer actually takes possession of the puppy) and for 96 hours (4 days) thereafter. Should any serious illness be found during this time, upon written certification from a veterinarian, this Dalmatian may be returned for a full refund of the purchase price (the amount of cash actually paid by Buyer to Seller). The Buyer will be given a complete record of all inoculations and worming done prior to sale and a copy of the puppy’s BAER hearing test results. In the event that BAER hearing test results are not yet in Seller’s possession (the tests have been done, but Seller is waiting for copies of results to arrive in the mail), Seller shall send Buyer a copy of the BAER hearing test result within 30 days of this puppy being picked up.

**CONDITIONS OF SALE**

1. The Buyer agrees to provide this Dalmatian with a fenced yard and/or will not permit this Dalmatian to run loose outside its owner’s yard. This Dalmatian is to be considered a companion and thus, a house dog which will not be left out in the weather. The Buyer shall never surrender this Dalmatian to an animal shelter, rescue, sell it to a research center or transfer the ownership of this Dalmatian without first offering the dog back to the Seller (see condition #3 below).
2. This Dalmatian is guaranteed to be free of hereditary crippling and/or disabling defects visible by 24 months of age. Determination of what constitutes a hereditary defect is to be by the unanimous agreement of three (3) veterinarians agreeable to both parties. Two of these veterinarians to be tenured faculty members of accredited university veterinary teaching hospitals or Board-certified in the applicable specialty. Cost of the opinions are to be assumed by the Buyer. **Vet care costs are a part of pet ownership and are the sole responsibility of the Buyer**

\_\_\_\_\_\_ \_\_\_\_\_\_ If the puppy is determined, as per the conditions above, to have a hereditary crippling and/or disabling defect, the puppy will be replaced with the next likely available prospect or mutually agreeable Dalmatian. Should this happen, the Buyer may choose to keep or return the Dalmatian listed in this contract.

1. It is expressly stated and understood that this Dalmatian is to live at the same address as the Buyer. If Buyer should ever decide that she can no longer keep this Dalmatian for whatever reason, Seller shall have the right of first refusal. Buyer shall be responsible for returning said Dalmatian to Seller so that Seller may find a new and safe home for said Dalmatian. The Seller shall refund Buyer, after a new home is found for said Dalmatian, if this Dalmatian is resold for a profit. The refund amount will be the amount this Dalmatian is resold for, minus costs Incurred by the Seller subsequent to the return of the Dalmatian. It is clearly stated and understood by the Buyer that returning the Dalmatian with its papers and acceptance by the Seller does not implicitly imply a refund or repurchase by the Seller. The Buyer agrees that any repurchase or refund by the Seller, will be effected by costs of placing the Dalmatian in another home, retraining and any other costs Incurred by the Seller subsequent to the return of the Dalmatian. The return of said Dalmatian and its papers to the Seller automatically voids any controls held by the Buyer. Buyer’s offer to return this Dalmatian shall be made to Seller by certified mail, return receipt requested, and Buyer shall not sell or give the Dalmatian to anyone for 15 days after receipt of notice by Seller, and Seller shall have that 15 days in which to respond to Buyer’s offer to return said Dalmatian. If Seller does not respond or declines the return of said Dalmatian, Buyer shall be free at the end of the 15 day waiting period to sell said Dalmatian to another person provided the Buyer provides the full name, current address and current phone number of the Dalmatian’s new owner to Seller. Buyer and Seller shall keep each other advised of their current addresses.
2. Buyer swears he is not acting as an agent in the purchase of this Dalmatian and that he will not sell this Dalmatian to any agent, pet store, guard dog business or research facility. Buyer also agrees this animal will not be used as a guard dog for any business and will not be chain or attack-trained.
3. This puppy is being purchased with limited registration, with full registration/breeding rights to be released after the following conditions have been met. 1) Passing health testing has been completed and the dog has been issued a CHIC # by OFA. The current required testing for a CHIC # is an OFA hip evaluation (to be done after 24 months of age), BAER hearing test (already completed by Seller, must be registered with OFA in order to receive a CHIC #) and OFA Thyroid testing OR CERF Eye exam. 2) After the dog receives its CHIC #, Buyer must pay Seller an additional $600 (plus sales tax) for the release of breeding rights. After the additional amount is paid, Seller will help Buyer complete the paperwork with AKC to change registration status from limited to full.

This dog may NOT be bred before these conditions are met. If the dog is bred, **by accident or intentionally**, before the aforementioned two conditions have been completed, this will be considered a breach of contract (see condition of sale #6 below). In the event that this dog does not pass the health testing it may not ever be bred. A replacement puppy will be offered (see condition of sale #2) provided this dog has never been bred.

1. **FAILURE TO COMPLY WITH PROVISIONS/BREACH OF CONTRACT:** This Agreement shall be interpreted and enforced under and pursuant to the laws of the State of Missouri. The parties hereto acknowledge and agree that jurisdiction and venue shall solely be proper within Dent County, Missouri.

If for any reason the parties hereto, or any party hereto, deems that this Agreement has been breached to their detriment, the parties hereto agree to submit their differences for resolution to non-binding mediation prior to and as a condition of exercising any right to filing a lawsuit and submitting any such difference to any court of law.

In the event that Buyer breaches the contract, penalty for breach of contract shall result in liquidated damages in the amount of $5,000 (five thousand dollars) in U.S. currency per instance (for example, if the dog is bred twice without the purchase of breeding rights/signing of a breeding contract, the total penalty would be $5,000 x 2 = $10,000).

In the event that litigation is commenced by the Seller due to breach of contract committed by the Buyer, the Buyer shall forfeit any monetary refund awarded by the court upon the court awarding return of the Puppy to the Seller.

Should the court’s decision result in the Breeder as the prevailing party, an additional amount of $5,000.00 shall be awarded to the Breeder as damages to the Breeder’s kennel name and reputation and the Breeder’s time, trouble and mental duress.

**Buyer Initial Here: \_\_\_\_\_\_\_\_\_\_** Indicating you have read the above condition and you understand the serious legal consequences of breaching this contract.

1. ENTIRE AGREEMENT - It is understood and agreed that Buyer by signing this form has read and understands the provisions of this contract. Furthermore, this written agreement constitutes all the conditions of the sale and no verbal statements either before or after the sale will be binding in any way. The undersigned have read this agreement, understand it, and agree to perform its terms on the day and date written below. This agreement shall not be in effect until both signatures are affixed and deposit has been accepted.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Seller

X\_\_­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Buyer