

Puppy/dog Contract

Name _____

Address _____

City _____ State _____ Zip _____

Email _____

Phone _____ Cell _____

Puppy Information:

D.O.B. _____ Sex M. F Altered? _____

Parents: _____ Sire _____ Microchip #. _____ * _____ *



Information about this dog throughout it's life is important to the breeder. The party agrees to provide Breeder with updates and information about the dog throughout the life of the dog. Not doing so fails to provide the seller with valuable information and results in liquidated data damage.

To activate your health warranties, the buyer will continue to give the puppy/dog NuVet recommended dosage of supplement daily. This supplement provides the antioxidants that give a boost to the immune system and help prevent skin and coat problems. The vitamin/mineral support creates a natural defense against over fifty major disease areas, helping to extend the life of the dog. Since we cannot control the type of dog food available in your area, we require the dog to be maintained on NuVet supplement for no less than two years. Using the breeder code provided, NuVet keeps us informed of your purchase and commitment to good health. This is contingent upon the use and purchase of NuVet vitamins.

To Order at www.nuvet.com with breeder code 61311
 NuVet 1-800-474-7044. (8:00 a.m. to 6:00 p.,m. Pacific time)

The buyer agrees and is bound to take good and reasonable care of the puppy/dog. Which includes but is not limited to : Feed and house the dog properly with protection against the extreme heat or cold temperatures, never let the dog run loose or unattended at any time, give or secure the best of attentions to the physical welfare, grooming, nutrition and all veterinary care of the puppy/dog at the buyer's expense from this date of contract forward.

Puppy is determined to be of _____ quality as determined by the Seller.

1. **Show Prospect** : is defined as a puppy/dog that has the potential to be shown and does not have any disqualifying faults as described in the AKC (American Kennel Club) Breed Standard when the dog is mature. Maturity is defined from age 1 year to 2 years old. Buyer agrees to follow the sellers instructions pertaining to diet, grooming and training and the buyer shall offer this Dog every opportunity in the show arena to achieve an AKC Championship including _____ show days per calendar year, for up to 3 years as long as deemed show ready and finish-able by the seller. **Required show days start after 24 months of age, but a puppy is certainly showable prior to this time.** This includes proper conditioning and presentation including the possible services of a professional handler if necessary. PlayTyme Papillons does provide said professional grooming and handling services for a reduced fee. No warranties are given for, if the dog will win points or win any awards since seller cannot control how a dog grows, diet, conditioning, coat care, nutrition or how much training or type of training buyer does, buyers handling or grooming skills or what temperament a Dog develops for showing. Not all prospective dogs grow up to be show dogs.

A. Buyer agrees to make every effort to show, train, condition, and provide proper nutrition for show prospect.

- B. Buyer agrees to give back to the breeder _____ of all puppies born from this female listed above. In the event of an uneven number extra puppy goes to buyer the first tie and the seller, etc.
- C. Buyer agrees to consult with PlayTyme Papillons on the stud prospect to assure the best breeding to produce quality AKC puppies or use a PlayTyme Stud dog
- D. Seller agrees to release registration papers of puppies due the breeder if these requirements are met.
- E. Buyer agrees to keep PlaTyme as the registered prefix name of the dog represented on this contract.

Show potential puppies also may be bred to produce quality puppies while having no genetic fault of their own at the time it is sold that would prohibit breeding to a like or better AKC purebred Papillon dog registered with AKC.

At no time is this dog to be :

- 1: bred to a dog not of same breed or akc registered.
- 2: bred to any dog without all listed health tests below
- 3: bred without prior approval from seller
- 4: females are not to be bred until after their second heat cycle and/or two years of age

Males and females for breeding approval is only after **all health clearances have been obtained**, Health clearances are defined as and passing OFA Patellas, OFA Heart, OFA eyes, OFA Dentition, Embark DNA panel and any other health testing recommended by the akc breed parent club at the time of mating.

- A. Buyer agrees to give back _____ female offspring and _____ male offspring total out of first three litters.
- B. Buyer agrees to house, train, provide excellent nutrition and conditioning for a healthy breeding prospect.
- C. Buyer agrees to consult with PlayTyme on the stud prospect to assure the best breeding to produce health and quality AKC puppies
- D. Buyer agrees to keep PlayTyme as the registered prefix name on the dog represented in this contract.
- E. Seller agrees to release registration papers of puppies when/if these requirements are met.

2. _____ Companion Pet Prospect: is defined as a puppy/dog that may have a qualifying fault or shortcoming that precludes showing and or breeding of said puppy. This fault, however, will not prevent the puppy/dog from living a happy, normal and healthy life. *Puppy will be sold on a AKC (American Kennel Club) limited registration without breeding rights and AKC paperwork will be provided when the seller receives proof that the puppy has been spayed or neutered. Puppy can not be shown in akc conformation but can be shown in any performance and companion events.*

*Please mail proof of spay/ either to: Cherish VanderVoord or Tammy DeWitt
7841 Marsh Rd
Plainwell, Mi 49080. **Please provide a current address to receive paperwork.***

Warranties: The buyer guarantees that the puppy/dog will be kept in good condition including:

1. Dog will RESIDE with the buyer.
2. Groomed as follows, keeping all the coat and ear fringing free of tangles, trimming nails, trimming hair on feet and regular bathing and grooming.
3. Exercised and maintenance of muscle tone.
4. Housed in a clean and climate controlled environment in your home. (60 - 80 degrees F)
5. Parasite free and heart-worm checked.
6. Vaccinated as recommended by your veterinarian.
7. Provide regular maintenance and cleaning of teeth by plaque removal
8. Train and socialize with people, other dogs, for the general purpose intended.
9. Attend on going dog training classes though out dog's life
10. Feeding grain free voids warranties
11. All medical and financial bills are the responsibility of they buyer from date of contract forward.

The seller guarantees the following with the use of NuVet vitamins:

1. Companion PET quality puppy/dog is warranted as a companion animal purpose only. While it may be. Able of doing many other things, no warranty is given that pertains to the fitness for special purpose or merchantability. Buyer is responsible for the shipping or any expenses incurred.

Exchanges are not offered until the following requirements are met:

1. Puppy is returned to the seller at the buyer's expense.
2. Puppy was initially examined by buyers veterinarian within 72 hrs from date of sale contract.
3. Health problems: A statement from the examining veterinarian is necessary for the return of any puppy/dog. The statement must include the name and address of the vet, phone number, name of the dog, owner's name, date of examination, and precise findings, treatment recommended and cost estimated. Statement must be received within 3 business days of receiving it from the veterinarian. So no later then 6 days from date of contract. Buyer agrees that a replacement puppy may not be immediately available.
4. Seller reserves the right to require a second consultation by the seller's veterinarian at the seller's expense for the consultation but will not be responsible for the expenses due to the owner's veterinarian. Should these reports conflict, a third opinion will be required and the expense shared equally by seller and buyer. *Guarantee does not include disclosed health concerns listed in the contract.*
5. *All veterinarian costs are the responsibility of buyer*

Exchange of Puppy - in the event an exchange is warranted.

1. Buyer must provide sufficient evidence that the puppy/dog is no longer a companion Pet, Show, or Breeding prospect and the seller reserves the right to review and evaluate, including evaluation of evidence of show records.
2. Replacement will be selected by the seller if the evaluations proves accurate, from the next litter that puppies are available, or in the event the dog was an adult , when another adult is available. Same sex is not required but shall be at the discretion and consideration of the seller.
3. Because of the cost involved in breeding healthy, beautiful and well-adjusted dogs, the seller will not offer monetary refunds. Replacement is offered when the dog is returned in good healthy condition and the seller has reviewed evidence and effort by the owner and agrees.
4. Insufficient evidence: If the dog is surrendered without sufficient evidence that the dog is no longer a companion pet, show or breeding prospect for genetic reason, PlayTyme Papillons will not guarantee a replacement. Neglect of training does not constitute sufficient evidence for a replacement as all training is unstable and must be maintained and pursued. Buyer acknowledges that dogs only ovulate twice a year and a replacement may not be immediately available.

3. **Buyer Fulfills Guarantee:** the buyer has fulfilled their guarantee by keeping the dog clean, well maintained, healthy, trained, socialized and uninjured, vaccinated, groomed and exercised. *Guarantee dos not include disclosed health concerns listed in the contract.*

Severability: In the unfortunate event of the death of the buyer, the estate will sign over ownership of the dog back to the seller. The estate will also be responsible for any expenses, transportation, handling or medical bills owed on the dog prior to the return of the dog to the seller, or until PlayTyme Papillons receives full outright AKC ownership and the dog is returned to PlayTyme Papillons. Should the owner need housing during recuperative care or long-term care in a nursing facility, hospital or recuperative care for more than 4 weeks, the dog will be returned to PlayTyme Papillons until the owner is once again able to care for and maintain the puppy/dog's health.

Buyer "Can Not Keep" the dog/puppy, must be returned. in the event that the buyer cannot keep the puppy/dog any-time in the future or is unable to sufficiently care for the dog, or no longer wants the dog.....He/she agrees to immediately contact the seller. It is clearly stated and understood by both parties that the dog will be returned to the seller and is not to be sold, given away or placed in rescue or otherwise disposed of without returning the dog to the seller. At no time can ownership change without express written consent from the seller, unless the puppy/dog is being returned to PlayTyme Papillons. Buyer swears he/she is not acting as an agent and will not sell this dog to anyone acting as an agent. Buyer agrees that failure to comply with this contract will result in a \$10,000 fine and ALL court and lawyer costs will be the responsibility of the buyer. PlayTyme Papillons is dedicated to every puppy we breed from life to death. Cannot keep, does not automatically guarantee a replacement.

Joint development and Health: While every effort is made to ensure sound and healthy parents with OFA clearances this is not a guarantee of puppy's heath as many things can effect joint developments and heath of puppy. Jumping on handoff furniture, doing excessive stairs, forced exercise (which is anything on leash like running and going for a walk) or agility and performance training too early (prior to 15 months of age) and **early spay/neuter** (before 18 months) can cause significant joint issue in the joint region due to hormone changes. Many health related issues can be the result of environmental and dog food so we cannot guarantee for things outside of our control. There are so many environmental and training factors that we are unable to control once a puppy is placed that the responsibility lies with the buyer to monitor and protect the dogs health and healthy joint development.

Entire Agreement: this agreement contains the entire agreement between the buyer and seller (4 pages) regarding the subject matter contained within the agreement. The buyer agrees that they have received a copy of the agreement in its entirety. All other agreements and representations between the parties involved, whether oral, expressed or written are superseded by this agreement. No modifications or waiver of any provisions, or any future representations, promised or additions shall be binding when parties agree by signatures in writing. No other warranties, either expressed or implied, including warranties for fitness of purpose or merchantability apply. Failure to comply or breach of contract with the entity or a portion of this contract or any part will result in a \$10,000.00 fine, and the return of the dog to PlayTyme Papillons, and all court and lawyer fees will be the responsibility of the buyer. All court disputes will be handled in Barry County, MI. This agreement supersedes any pre-printed or standard terms which may have been discussed or agreed to by the parties for this particular dog.

Special Conditions: Puppy will have PlayTyme's as the first part of the registered name because this is part of the seller's trademark and buyer will keep it on the AKC name of the dog for the life of the dog.

Disclosure of any known health concerns or defects:

Signatures and Dates: Buyer agrees by signing this contract that they have received a copy (4 pages) in its entirety.

This agreement in its entirety (4 pages) signed below on DATE _____, _____

Signatures:

Seller _____ Printed name Seller _____

Buyer Signature _____ Printed name Buyer _____

Buyer Signature _____ Printed Name Buyer _____

Amendments or Additional Comments: _____
