Terms and Conditions of Sale Owner Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Co-Owner Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Main Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Addt’l Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Litter: \_\_\_\_ Price $ \_\_\_\_\_\_\_\_\_\_ Puppy Gender: \_\_\_\_\_\_\_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Date of Transfer \_\_\_\_/\_\_\_\_/\_\_\_\_
Microchip Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Limited / Full Registration

**HOLDING FEE:** A $300 holding fee is required in order to hold a puppy. Holding fees are non-refundable. Absolutely no cash refunds will be given for any reason, no exceptions. **All puppies must be paid in full by 6 weeks of age**. If full payment is not made in full at this time, the Seller reserves the right to again make the puppy available for sale. Holding fees may be transferred to another litter at discretion of the Seller. Otherwise it is non-transferable and considered liquidated damages for not allowing the Seller ample time to have placed the puppy within a reasonable time period. The Seller may terminate this contract for any reason by returning holding fee to the Buyer. If for any reason a puppy remains after 8 weeks of age because a buyer cannot accommodate a shipping / delivery / or pick up date set forth, boarding fees at a rate of $30.00 per day will be charged. **Buyers Initials \_\_\_\_\_

DELIVERY:** The cost of delivery is not included in the cost of the puppy and is calculated separately. Delivery costs are the responsibility of the buyer. If arrangements and payment for delivery has not been made within 48 hours of request from the Seller, the puppy will be considered abandoned. Seller reserves the right to then re-sell the puppy and any remaining balance/funds received will be forfeited as deemed necessary by the Seller as liquidated damages. No refunds will be given for any reason.
**Buyers Initials \_\_\_\_\_**

**PAYMENTS:** PayPal (Friends and Family option only), Venmo, CashApp, Zelle, cash, personal check (allow 2 weeks for check clearance), cashier’s checks, or postal money orders will be accepted forms of payment. A returned check fee of $100 will be applied to all returned checks and added to the balance owed on the puppy. **Final payments must be made in CASH if paying at time of pick up.** **Buyers Initials \_\_\_\_\_**

1. The puppy will have had age appropriate vaccines, be free of parasites, micro-chipped and have a BAER (hearing) test performed. As of the date the Buyer receives the puppy, the puppy is guaranteed to be in good health and free of communicable diseases. The Buyer has 3 days within acceptance of the puppy, to have the puppy examined, at Buyer’s expense, by a licensed veterinarian. Failure to do so will render the health warranty void. Any claims must be made available to the Seller in writing within 24 hours of vet visit. Verification by a signed copy of a veterinary statement and proof of records will be required for any claims made against the health of the puppy. All veterinary records will be made available to the Seller in such an event. **Buyer’s Initials \_\_\_\_\_**

2. Puppies are warranted by the Seller against any life threatening, genetic diseases until the dog reaches the age of 24 months. The Buyer agrees to provide documentation from a licensed veterinarian stating the life threatening, genetic disease within 24 hours of diagnosis or the health warranty will be void.  **Buyer’s Initials \_\_\_\_\_**

3. Replacement of any puppy is limited to one replacement puppy of equal value, per original sales agreement, of the Seller’s choice and from the soonest available litter.The Buyer must return said dog at Buyer’s expense, along with all registration paperwork provided at the time of sale. **Any puppy sold at a reduced price will be replaced only at the original value paid.** The

Buyer will be responsible for any differences in the price of the replacement puppy from any litter above this amount.
**Buyer's Initials \_\_\_\_\_**

4. The puppies have been checked for dermoid sinus and none has been detected. Should a dermoid be discovered during the first year of life, the Seller will pay up to $350 towards the cost of surgery for repair of dermoid. The Buyer will provide vet records documenting said dermoid has been repaired prior to any reimbursement by the Seller. **Buyer's Initials \_\_\_\_\_**

5. In the event the dog being purchased is one of **Full Registration**, Buyer agrees that this dog will have minimum health testing completed with passing grades before he/she is used in any breeding program. Minimum testing is to include OFA hips and elbows and Degenerative Myelopathy (DM) at a minimum and testing is to be completed by 25 months of age and at the Buyer’s expense. Buyer also agrees that said dog will not be used for breeding prior to the age of 22 months. Buyer additionally agrees: the dog will only be bred to dogs with AKC FULL registration and with same passing health scores, that all puppies produced will be microchipped for identification, and to always take back any puppies produced by this dog for their lifetime for any reason. **Buyer's Initials\_\_\_\_\_**

6. In the event the dog being purchased is one of **Limited Registration** (non-breeding dog), the Buyer agrees to confine the animal in such a way to prevent breeding by or to this dog for its entire lifetime. **The Buyer agrees to NOT sterilize (spay/neuter) before at least 18 months of age.** If the dog is spayed or neutered before the age of 18 months the health warranty portion of this contract is null and void. Spaying and neutering before 18 months of age does not allow the animal to reach full gender development affecting the hormone levels needed and may lead to the improper growth and development of healthy hips and joints. Should any puppies be produced by this dog, on accident or on purpose, the Buyer agrees to pay damages in the amount of $5000 per puppy produced and ownership of both the parent dog and puppies will be transferred to the Seller immediately. **Buyer's Initials \_\_\_\_\_**

7. NO WARRANTIES ARE GIVEN FOR THE TEMPERAMENT OR THE FITNESS OF THE ANIMAL FOR ANY SPECIFIC INTENDED PURPOSES. Reproductive development and capability is not warranted, including descended testicles. Umbilical hernias are also not warrantied under this contract. **Buyer's Initials \_\_\_\_\_**

8. This contract applies to the original purchaser and is non-transferable. **Buyer's Initials \_\_\_\_\_**

9. If the puppy/dog that is the subject of this contract ever shows evidence of neglect or abuse at any time during its life, ownership and title to said puppy/dog will revert immediately to the Seller. Abuse and neglect will be determined by governing agencies such as law enforcement or animal control agencies. **In the event Buyer can no longer keep the puppy/dog, the dog will be returned to the Seller with no monetary reimbursement to the Seller.** The puppy will never in its lifetime be relinquished to an animal shelter, Humane Society, dog pound, or animal rescue facility, or any other type of animal relinquishment facility for any reason. In the event Buyer does not comply with this agreement the Seller shall be awarded up to the original purchase price of the animal in addition to the cost of recovery of the animal, including legal fees, and transportation expenses. Signature of Buyer: \_\_\_\_\_\_\_\_\_\_

10. The Buyer is responsible for all costs of shipping to/from the buyer and/or transportation including but not limited to crate, up to date vaccines and health certificates. This applies to either the original purchase, return of dog to the Seller or shipment of a replacement puppy. **Buyer's Initials \_\_\_\_\_**

11. The Buyer hereby releases the Seller from any and all liability arising out of the sale, raising, or training of the above-mentioned puppy/dog. The Buyer further expressly agrees to indemnify and hold harmless the Seller with respect to any alleged liability or liabilities that the Seller may be charged with including the tendering of defense to the Seller, by the purchaser in the event litigation by reason of the activities raising or training of the dog/puppy. **Buyer's Initials \_\_\_\_\_**

12. The Buyer agrees the puppy will be registered with the prefix of Muzari, followed by the Buyer’s name choice. This name will be submitted in all entries to any clubs or organizations, and for recognition of titles received. Example: MuZari’s Lady Bug **Buyer's Initials \_\_\_\_\_**

13. ANY AND/OR ALL CONTROVERSIES AND OR DISPUTES ARISING UNDER THIS CONTRACT ARE SUBJECT SOLELY AND EXCLUSIVELY TO THE LAWS OF THE STATE OF FLORIDA. **Buyer's Initials \_\_\_\_\_**

14. Due to the increased needs of growing, large breed puppies, the buyer agrees to provide the puppy NuVet Plus supplements for a minimum of the first 24 months of life. Cost is $55 for 90-day supply ($47.15 if on autoship). These supplements must be purchased at [www.NuVet.com/4606558](http://www.NuVet.com/4606558) or by calling 1(800)474-7044. If purchasing by phone, you will need to provide code #4606558. The Seller is notified by NuVet when orders are made under this code so that the Seller may monitor compliance to this signed agreement. **Buyer's Initials \_\_\_\_\_**

16. This pup has been checked for DERMOID SINUS (DS) and none has been found at this time. Should a DS be discovered at a later date, the Seller agrees to pay up to $350 towards the removal surgery. **Buyer's Initials \_\_\_\_\_**

17. Addendum if Any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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18. This contract is agreed upon by both Buyer and Seller and both will retain a copy for his/her records at the time of final sale. THE BUYER HAS READ ALL OF THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE ABOVE PROVISIONS, AND ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT. **Buyer's Initials \_\_\_\_\_**

Buyer Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Seller: Heather Muzzey

Seller Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_