

*Puppy Sales Contract & Guarantee
Terms and Conditions of Sale
T-Cup-N-Up-Imperial-Shih Tzu
928-377-9158*

On _____ a holding fee in the amount of \$_____ towards M / F puppy out of
(dam) _____ (sire) _____ born on _____ was received from
(buyers) _____ . Purchase price \$ _____
Additional shipping charge _____ . Balance due _____ By _____ .
(buyers address) _____
(buyers phone) _____ (buyers e-mail) _____
for puppy described as _____

- 1. Purchase price of the puppy does not included shipping and is for pet only, no AKC papers. Purchaser agrees to have puppy spayed or neutered by the age of 6 months old, provided the puppy is big enough and at your vets discretion. Under no circumstances is a puppy sold without breeding rights to be bred . If seller determines that a puppy sold without breeding rights has been bred, legal action will be taken, monetary compensation will be sought by the seller, and the puppy will be returned to the seller.*
- 2. Limited AKC registration papers are available for an extra fee of \$50 which must be paid at the time of purchase of the puppy. Any AKC papers will be provided only after proof of spay/neuter.*
- 3. If Pay Pal is used, fee of 3.5% will be paid by purchaser at the time the payment is made through Pay Pal. This fee is NON REFUNDABLE.*
- 4. There is a holding fee of at least 1/3 of the purchase price of the puppy which will be applied towards the purchase price at the time the puppy is ready to go. Puppy must be paid for in full by 10 weeks old and at least two weeks prior to shipping/delivery. Monies are NON-Refundable if purchaser cancels for any reason.. Contract will be terminated for non-payment if all monies due are not received by the agreed upon time. Purchaser forfeits all money paid if contract is terminated for non payment.*
- 5. If the breeder cannot produce the puppy that the holding fee was placed on due to death or other unforeseen circumstances, the buyer has the option to pick another puppy of equal value (value to be determined by breeder). Breeder has up to one year to replace the puppy.*
- 6. Seller reserves the right to cancel the sale if she feels that it is in the best interest of the puppy. If the seller cancels the sale, any deposits will be refunded.*
- 7. Seller accepts Credit Cards through Pay Pal as a convenience to purchaser. Purchaser agrees that no charge backs or disputes will be filed through Pay Pal or your credit card company FOR ANY REASON.. Any legal disputes will be handled in Clark County Nevada.*

8. *Puppies must be a minimum of 8 weeks old before then can go to their new homes. Puppies must also be at least 1.5 pounds which in the case of puppies that are expected to be 4 pounds or less, can be 16 weeks or older. Any puppy that is under 2 pounds must go with a puppy nanny and cannot be shipped cargo.*
9. *Seller always does her best to ensure that each and every puppy is 100% healthy before he/she goes to their new homes and free from symptoms of contagious and infectious diseases. Breeder has no control over what the puppy may come in contact with once he/she leaves here. Because of this, no guarantee is made against infectious disease. Purchaser agrees not to take puppy to places where other dogs frequent to limit exposure to infectious diseases until 3 weeks after the full series of shots is completed. All puppies will be up to date on vaccinations and worming when they leave here and it is the purchaser's responsibility to ensure that puppy receives any further vaccinations. In no case will breeder be responsible for purchaser's vet bills for puppy.*
10. *Breeder does not assume any liability for any injury to said puppy after delivery to buyer or after release to shipping company. Breeder recommends that Buyer purchase TRAVEL INSURANCE TO COVER REPLACEMENT COST DUE TO LOSS OR INJURY DURING SHIPPING.*
11. *Purchaser must take the puppy to the vet for a puppy check within 48 hours of receipt of the puppy.*
12. *A two year after sale "replacement warranty" is given for any life-threatening congenital disease that causes said puppy to expire. Purchaser must provide written documentation from their vet after having a necropsy performed at the purchaser's expense, that the death was in fact caused from a genetic defect. Purchaser agrees to send the notarized vet's report and all medical records for this puppy to breeder's vet. Breeder's vet must confirm and agree with the diagnosis. Breeder will then give the purchaser a replacement puppy of equal value and the same gender, from the next available litter that produces such a puppy. Replacement warranty will be terminated if puppy was found to be abused, neglected or does not have up to date records of vaccinations and fecal records. Under no circumstances will a puppy be euthanized even on the advise of your vet, unless the puppy is in immediate distress without first consulting with the seller and any finding, x rays, etc sent to seller's vet. Putting a puppy down, without consulting the seller/breeder will void the warranty. We have found that there are many vets out there who are just not familiar with these tiny breeds and will advise putting a perfectly healthy puppy to sleep unnecessarily because of something they have never encountered before.. If seller's vet agrees that the best option for the puppy is to put it down, a replacement puppy will be given per the terms of this contract.*
14. *Puppy will be up to date on vaccinations and worming and treated for possible internal parasites before going to their new home. Since we do not have fleas or mosquitos that is not something that we treat for here. Please discuss this with your vet at the initial puppy exam. We also do not have leptospirosis here so they are not vaccinated for it. There is a high incidence of reaction with leptospirosis vaccines so unless you have an issue with it where you live, we do not recommend vaccinating for it.*

15. *Warranty does not cover reactions to vaccinations, or reactions to anesthesia.*
16. *Warranty does not cover umbilical hernias or delayed closures which are quite common in this breed and are not life threatening. These do not affect the quality or health of the puppy and can be easily repaired during spay/neuter.*
17. *Warranty does not cover eye issues. Because of their flat faces eye injuries are more common than with longer nosed breeds.*
18. *Warranty does not cover open fonts. Purchaser will be made aware of an open font that has not yet closed before shipment of the puppy. An open font is the equivalent of a baby's soft spot and is from the plates on the head not closing yet. These are quite common in the smaller breeds, Chinese Imperials, Chihuahua's, Pomeranians etc. Open fonts do eventually close and require no special care other than common sense of not allowing a puppy to injure it's head. For example, do not leave a puppy unattended on a couch or any surface off of the ground where they could possibly fall onto their head. Do not drop them on their head, or drop anything on their head.*
19. *Seller assumes no shipping costs associated with the sale or replacement warranty.*
20. *Seller can not and does not guarantee a specific size that said puppy will be at maturity. Size and weight can be affected by diet and exercise as well as genetics. Seller does their best to estimate approximate adult size based on several factors as well as past experience.*
21. *Buyer is aware that when using a puppy nanny that buyer needs to be flexible as we are at the mercy of standby flights which can fill up at any time causing last minute changes in the arrival time of their puppy. Seller is not responsible for delays due to unavailability of seats on flights.*
22. *Warranty applies to the original purchaser of this puppy only and is not transferable.*
23. *Purchaser must submit this signed contract at the time of placing a deposit or as soon as possible thereafter either via fax, scan and email, or US Mail.*
24. *Due to the increase of undercover buyers, we reserve the right to randomly spay/neuter any puppy not purchased for an approved breeding program before the puppy leaves for their new home.*

Signature of Buyer _____ *Date* _____

Signature of Seller _____ *Date* _____