

# Kalis Desert Doodles Sales Contract

Krystal Lanphere(Seller) and \_\_\_\_\_(Buyer)

Breed \_\_\_\_\_

Color \_\_\_\_\_

DOB \_\_\_\_\_

Gender \_\_\_\_\_

Price \_\_\_\_\_

Non-Ref Deposit CASH/ZELLE/CASH APP/VENMO \_\_\_\_\_ = Due at Pick Up  
\_\_\_\_\_ CASH/ZELLE ONLY! If the puppy is being shipped, the remaining balance is due 48 hours prior to shipping date. Application & Deposit contract must be signed & approved before sending deposit. By sending a deposit, Buyer agrees with the terms and contents of the Agreement as sent and is a legal and binding acceptance. Deposit is \$500 total regardless of litter & size. Deposits are NON-REFUNDABLE, except in the event of the death of Puppy prior to pick up. If Buyer fails to pick up puppy within 10 days at buyers fault to not comply, deposit will be forfeited and puppy will no longer be available to buyer.

**Included:** Puppy will have shots (plus dewormings every 2, 4, 6, 8 weeks) as applicable at the age of Puppy at the time of placement with Buyer. Puppies will be ready to go home no earlier than 8 weeks of age. For every day the puppy is held past the scheduled pick-up date, Buyer may be responsible for additional shots, dewormings, food costs or risk losing deposit and no longer getting a puppy. A per day charge of \$25 per day past agreed upon date may also be assessed if postponement is due to Buyer's delay, unless other written arrangements have been made. If a puppy needs to stay for a longer amount of time, there will be a fee added to the cost of the puppy and puppy must be paid in full at 8 weeks old. no exceptions. Puppies will come home with a puppy starter package, health certificate/guarantee, shot record, microchip, begin potty/crate training and will be socialized to the best of our ability. We do not guarantee fur color,

eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy, unless puppy was a breeding prospect and breeding rights were paid for. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant any condition caused by carelessness, negligence or abuse.

## Health Guarantee:

Genetic guarantee is in effect until Puppy reaches 12 months of age. No guarantee if the dog is over 12 months old. Seller makes every possible effort to deliver a healthy, pet quality puppy. Puppy is not guaranteed as a "show", "breeding" or "competition" dog, unless expressly stated in this agreement & dog is a breeding prospect with breedings rights paid for. Due to the unpredictability of natural causes in living animals, it is reasonable to limit the health guarantee to terms and conditions as outlined below. If Puppy is found to have an irreversible genetic defect that will ultimately cause its death and cannot be treated, or a health condition resulting in death (not to include viruses or infections), Seller will replace Puppy with a puppy of equal value, provided the Buyer returns Puppy (upon request), all registration papers, and vet findings in writing, within 24 hours of findings. Seller retains the right to have the puppy re-examined by a vet of choice. Seller shall not be responsible for any additional expenses not specified in this agreement. No refunds given unless expressed herein. Buyer is given 72 hours, from the delivery date to take Puppy to a licensed veterinarian for a health check. No puppy is guaranteed to be parasite or protozoal free (to include eggs or live parasites) as they are common in puppies & easy to treat. Seller does not reimburse for required vet exams or tests. Puppy is also not guaranteed against coccidia, giardia, hernias (unless breeding prospect), hypoglycemia, parvo, thin/improper coat, improper bite (unless breeding prospect), kennel cough, ability to breed (unless breeding prospect), to include testicle descension, or any condition that can be treated by a veterinarian, this includes behavior buyer deems is bothersome or unacceptable (e.g. barking, chewing, inability to get along with other dogs).

***If the puppy should die from a suspected congenital defect within 12 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the***

***seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Seller's name, we will verify such findings with said vet. The guarantee is void in the event of an indeterminable or inconclusive diagnosis. If we find the buyer is responsible for death, we will sue the buyer for negligence and abuse. In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer and seller is responsible for the transportation cost of the replacement puppy.***

**Vaccinations Limitations:** Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the one (1) year Guarantee outlined, the Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request. The puppy must not go out publicly on any surface that can get the puppy sick until all puppy vaccines have been completed 16-20 weeks, depending on the vet. Puppies are able to be around other dogs that have been fully vaccinated. Socializing is very important at a young age, therefore you may take the puppy out safely with proper precaution (blankets, cart cover, dog stroller, etc) to get them used to noises, sounds and people. Suggest having people sanitize before touching your pet.

**PUPPY MUST NEVER BE RESOLD OR REHOMED WITHOUT CONTACTING KALIS DESERT DOODLES FIRST! WE HAVE THE RIGHT TO TAKE BACK ANY OF OUR PUPPIES IF BUYER CAN NO LONGER KEEP THE PUPPY. FAILURE TO DO SO, WILL RESULT IN POSSIBLE LAWSUIT, FINES & COURT APPEARANCE. WE OFFER LIFETIME SUPPORT, SO CONTACT US FIRST!**

### **Dispute(s) or Disagreement(s):**

Seller and Buyer both agree that in the rare instance of a disagreement between the parties, the situation will not be discussed on social media, public groups online (Craigslist, Facebook, etc). While parties are free to discuss privately outside of social media or with legal counsel, any public and/or online discussion will be considered a violation resulting in a fee of no less than

\$500 per posting/comment, or up to recoverable amount in Libel/Slander suit, this is to protect the reputation of both Seller and Buyer. All issues will either be privately resolved or taken to an arbitrator (or a court of law) at the expense of the party with the initiating complaint. Legal expenses are the responsibility of the initiating party, unless otherwise decided by a court/arbitrator. Any court hearings must be in the county in which the Seller resides; therefore, this contract is bound and enforced by the laws and codes established in the State of California. Buyer further agrees that this puppy will NEVER be placed with a rescue or shelter but will return the puppy to Seller. If a puppy is sold or ownership changes, without contacting Kalis Desert Doodles, all parts of this contract WILL BE VOID & LEGAL ACTION TAKEN.

I, \_\_\_\_\_, the Buyer, acknowledge that I have read, understand and agree to the terms of this contract and all of its provisions and I, the Buyer certify that I am of legal age and I acknowledge receiving a COPY (paper or electronic) of this sales contract as shown by signing my name below. By signing below, I also acknowledge no refunds are given under any circumstances however, a transferable credit may be issued based on circumstances.

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

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