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Regal Point Vizslas

Pet Puppy

Sales Agreement

This agreement is between Stephen and Debbie Sullivan (Seller) _____
and (Buyer):

Name: _____

*Address: _____

City _____ State _____ Zip _____

Phone: (Home) _____ (Work) _____

(Cell) _____ (email) _____

Vizsla Puppy Litter Color: _____ Sex: _____

Litter Registration #: _____ DOB: _____

Registered Name _____

AKC Registration # _____

AKC CAR Microchip ID# _____

Sire: _____

Dam: _____

Today's Date: _____

Co Ownership Yes No

Co-Owner Information _____

*Buyer shall notify Seller of any change in address or phone number in a timely fashion.

Terms of Sale

The following terms and condition constitute a sales contract between the Buyer and Seller regarding the puppy described above. These terms and conditions are entered into and agreed upon by both the Buyer and the Seller, and they acknowledge the moral and legal worth of this contract. This Agreement is made for the mutual benefit and protection of the Buyer and Seller, for the protection of the named dog, and for the protection and preservation of the Vizsla breed.

- 1.** The Vizsla Puppy is purchased for the price of \$_____payable in full upon delivery of dog. (Buyer Initials_____)
- 2.** Buyer hereby agrees to use the Seller's Kennel name **Regal Point** as a prefix for the AKC registered name. (Buyer Initials_____)
- 3.** Buyer hereby agrees to use the following theme for the AKC registered name:
_____ (Buyer Initials_____)
- 4.** The Buyer will be allowed to suggest their top preference for a puppy; HOWEVER, the Seller/Breeder will call upon their_____ years of experience to choose the best match for the Buyer. (Buyer Initials_____)
- 5.** The Seller warrants that on today's date noted on the first page of this contract, the puppy appears to be free from any communicable diseases, is in apparent good health, and is free from any wounds or injuries except as may be noted herein:_____. Puppy has had its first set of vaccinations, has been de-wormed, tail docked according to the VCA Vizsla standard and dewclaws removed. (Buyer Initials_____)
- 6.** Buyer agrees to have the puppy examined by a veterinarian, at Buyer's expense, within 7 days after delivery. Should the veterinarian certify in writing that the dog is ill or unsound, Buyer may elect to return the puppy for a full refund of the purchase price. Buyer and Seller agree that if a veterinarian certifies something is wrong with the puppy, the Seller must be advised immediately (the same day as the vet check) if the puppy is to be returned to the Seller. The Buyer is responsible for all costs involved in returning the puppy to the Seller. (Buyer Initials_____)
- 7.** Buyer agrees to keep this dog on a current vaccination, heartworm and health schedule as recommended by a licensed veterinarian. (Buyer Initials_____)
- 8.** Buyer will notify Seller immediately in case of serious illness or injury to the dog.

(Buyer's Initials_____)

9. The Buyer agrees that this dog may never be sold, given away, placed in a shelter, euthanized as a means of disposal or transfer ownership except back to the seller, in forfeit of the purchase price, in which case the dogs AKC certificate shall accompany the dog, signed over to the Seller as the sole owner of the dog. Any other transfer of this dog without the Seller's written permission shall constitute a material breach of this Sales Agreement. Buyer agrees that in the event the dog is transferred without Seller's written permission that said breach will activate this liquidated damages provision requiring Buyer to pay Seller the sum of_____ in liquidated damages.

(Buyer's Initials_____)

10. If the Buyer's separate or divorce, the dog will go with one of the original buyers listed here, _____, if not the dog will be returned to the Breeder/Seller, in forfeit of the purchase price. (Buyer's Initials_____)

11. Buyer agrees that the dog will **live indoors**, as a member of the family, be free of abuse and neglect and never be allowed to roam free. Buyer agrees that the dog is to be kept primarily in the Buyer's living quarters as a beloved family pet. Vizslas are a very sociable breed and must be provided daily interaction with family members. (Buyer's Initials_____)

12. This puppy has been fitted with a registered micro-chip by the Breeder/Seller's veterinarian. Buyer agrees to register the puppy with the **AKC Companion Animal Recovery** lost pet registry within **10 days** and to leave the Breeder/Seller's name and information on the registry as the alternate contact. Buyer is to notify Seller when the registration is completed.

(Buyer's Initials_____)

13. Buyer agrees to maintain preventative healthcare of this dog in regards to hip dysplasia. Hip dysplasia has 4 major causes: genetics, diet, over-feeding and too much exercise at a young age. Buyer understands that growing puppies are at risk of growth plate and hip injury from strenuous activity. Buyer agrees to refrain from prolonged exercise of puppy on hard surfaces for the first 18 months of the puppy's life. Should Buyer violate this clause, all warranties by the Seller in paragraph 14 below in regards to orthopedic health, including, but not limited to, hip dysplasia are null and void. (Buyer's Initials_____)

14. The Seller warrants that the sire and dam have been certified free of Hip Dysplasia by the Orthopedic Foundation for Animals, Inc. Buyer understands that the Seller has made every reasonable attempt to ensure the future orthopedic health of said dog. However, should the dog develop crippling hip dysplasia requiring surgery within 3 years following the birth date, Buyer has 2 options: Sign ownership of the dog to the Seller for a refund of no more than ½ the purchase price, OR keep the dog, repair the hip(s) receiving ½ the purchase price (not to exceed ½ the cost of surgery) from Seller. Such condition shall be evidenced by a letter from a veterinary orthopedic specialist detailing procedure to be performed, together with x-rays of the hips. In either case the dog shall be spayed or neutered and all the associated costs of the spay or neuter will be the Buyer's responsibility. (Buyer's Initials_____)

15. Buyer is **recommended** to have an evaluation of the dog's hips performed by the Orthopedic Foundation for Animals (OFA) between the dog's second and third birthday and are responsible for the associated costs. Buyer shall forward a copy of the evaluation to the Seller promptly. Upon receipt of a copy of the OFA evaluation, Seller shall refund to the Buyer the sum of twenty-five (\$25.00) dollars. (Buyer's Initials_____)

16. The Seller will supply the Buyer with a minimum of a 3-generation pedigree.

17. The Buyer agrees NOT to acquire or purchase another puppy or dog, until this puppy is 9 months old or older and has completed all the puppy and early developmental phases. (Buyer's Initials_____)

18. The Buyer agrees to provide the Breeder/Seller with photographs of the puppy every six months minimum until the puppy has reached 3 years of age and is considered mature. This will allow the Breeder to track the conformation traits in her line. (Buyer's Initials_____)

19. This puppy is being sold as a companion under an **AKC Limited Registration**. This means that the puppy is registered with AKC, but his/her offspring cannot be. This dog is able to compete in all AKC events **EXCEPT** breed conformation shows. For a complete description of Limited Registration, please visit the AKC website. (Buyer's Initials_____)

20. Buyer agrees **NEVER** to breed this dog and to have it spayed or neutered by at

least 18 and 24 months of age. Buyer shall notify Seller upon completion of surgery. Should the Buyer develop an interest in showing the dog in conformation shows, Seller shall arrange to have the dog evaluated prior to spaying/neutering to determine if Limited Registration will be changed to Full Registration. In such cases, Buyer agrees to sign and abide by Seller's Show Puppy Contract. (Buyer's Initials_____)

21. Seller will offer advice on raising, training and handling this dog throughout its entire lifetime. (Buyer's Initials_____)

Legal Disclaimer

22. Buyer agrees to indemnify Seller for any legal action arising from the actions of said dog, in which Seller is named as a defendant.

23. Seller does not in any way warrant or guaranty the actions or behavior of this dog once it leaves the property of Seller. Buyer assumes the sole responsibility of the dog and agrees to indemnify and save Seller harmless from any and all loss and expense for which a court of law may find the Seller accountable.

24. If any provision of this contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

25. All legal questions or disputes regarding this contract will be governed by the laws of Texas. Both parties agree that venue will be limited to the courts of Orange County, Texas.

26. The undersigned declare this Agreement contains the entire Agreement between the parties and that no promise, inducement or agreement, not herein expressed has been made, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not merely recital.

26. This Agreement shall not be amended, modified, and or altered except by a writing signed by the party to be bound thereby.

27. This Agreement shall be construed as if all parties jointly prepared this Agreement and any uncertainty or ambiguity shall not be interpreted against any

one party.

28. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas.

29. The undersigned have carefully read the entire contract and so understand and agree to its terms and conditions. This contract constitutes the entire agreement between Buyer and Seller and supersedes and replaces all prior agreements whether written or oral. WHEREFORE, agreeing to be bound by the foregoing, each party has signed in the space provided below.

Date _____ SELLER _____

SELLER _____

Date _____ BUYER _____

BUYER _____

*Congratulations on your new Regal Point Vizsla
Puppy!!!*