

# NF Yorkie's LLC Purchase Agreement

I, \_\_\_\_\_, hereinafter the "Purchaser," do hereby agree to the following terms and conditions with regard to the purchase of a puppy from Natalie Fidalgo, hereinafter, the "Breeder." The purchase price of the Puppy will be \$\_\_\_\_\_. The Purchaser hereby acknowledges that to reserve a puppy, he/she must provide a nonrefundable deposit of \$\_\_\_\_\_. Only after receipt of the nonrefundable deposit will the Breeder set aside a puppy for the Purchaser. The deposit will be applied against the purchase price, leaving a balance of \$ \_\_\_\_\_. The balance must be paid in full no later than scheduled pick up time. If the remaining balance is not paid by pick up day the Purchaser acknowledges that he/she has forfeited the right to purchase the Puppy, as well as the deposit.

Sex: \_\_\_\_\_

Color: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

## 1. Terms of Agreement:

- a) Under no circumstances will the Breeder be responsible for any veterinary or other expenses following the purchase of the Puppy. The Purchaser hereby acknowledges that once the Puppy leaves the care of the Breeder, it becomes the sole responsibility of the Purchaser.
- b) If the aforementioned Puppy is found to have a life-threatening genetic defect before its one-year birthday, the Purchaser must notify the Breeder of the same within two days of the diagnosis and provide the Breeder with veterinarian

records memorializing the diagnosis, including S.O.A.P notes referencing the diagnosis. The Breeder reserves the right to have the diagnosis verified by another veterinarian of the Breeder's choosing and/or to require the Purchaser to have his/her veterinarian substantiate the diagnosis through appropriate diagnostic testing.

- c) The Purchaser agrees to follow the Breeder's chosen veterinarian's recommended medical/veterinarian advice and/or treatment plan. The Purchaser acknowledges that his/her failure to adhere to the advice and/or treatment plan, recommended by the Breeder's veterinarian, voids the Breeder's warranty referenced in.

## **2. The Purchaser Agrees to the following stipulations:**

- a) Not to breed the Puppy, all of our puppies are sold under a spay/neuter agreement unless breeding rights are discussed and agreed upon prior to deposit being placed.
- b) To notify the Breeder immediately if, prior to veterinarian examination referenced in ¶2.c The Puppy becomes ill, including loss of appetite.
- c) To have a veterinarian examine the Puppy within seven days of taking possession of the Puppy.
- d) To have the Puppy spayed/neutered prior to it reaching one-year of age, (unless the puppy was sold with breeding rights.)
- e) To provide the Puppy with proper care, including consistent and required veterinarian care.
- f) To return the Puppy to the Breeder if you are no longer able to care for the Puppy. The buyer agrees to pay all expenses associated with the return; including shipping costs, mileage, and re-examination of the dog to ensure the sound health. No refunds will be given.

## **3. The Breeder's Guarantee and Responsibility:**

- a) The Breeder promises that the Puppy will be current on at least Distemper/Parvo Vaccine, Bordetella Vaccine, routine de-wormer (of Breeder's choice) and in good health at time the Purchaser takes possession of the Puppy.
- b) The Breeder will offer another puppy of the same quality from a current or future litter if the Puppy selected by the Purchaser and for which the requisite deposit has been offered and accepted develops an issue prior to him/her leaving our care.
- c) The Breeder will replace the Puppy with another puppy of the same quality from a current or future litter if the Puppy, within one year of birth, is diagnosed with a life-threatening congenital defect making him/her unsuitable as a pet. The Breeder will not, under any circumstances, be required to refund any monies to the Purchaser.

**4. Conditions Not Covered by this Purchase Agreement:**

The Breeder will not be held responsible, under this Purchase Agreement, and the Purchaser hereby waives any recovery therefrom, for the following:

- a) The Puppy, three or more days following purchase, is diagnosed with a contagious disease(s).
- b) The Puppy is determined to have or be afflicted by any condition that is minor, correctable, treatable, or manageable, as well as any disease or condition that the Puppy is expected to eventually outgrow.
- a) The Puppy has or develops conditions such as a hernia, testicles descending, trachea issues or collapse, hypoglycemia, internal and external parasites, a luxating patella(s), loose stools, Kennel cough, and parvovirus.
- b) The Puppy's color, adult size, breed percentage, conformation or conformity with breed specific characteristics, bite, minor physical flaws, trainability, including potty training, physical agility or ability, and/or the temperament.

**5. Purchase Agreement is Non-Transferable:**

This Purchase Agreement, together with any Breeder guarantees, liabilities, or responsibilities hereunder to the Purchaser, is not transferable to another person, owner, possessor, caregiver, fosterer, shelter, or animal rescue agency. All Breeder guarantees, liabilities, responsibilities or obligations hereunder immediately terminate if the Purchaser re-homes, sells, transfers, or fosters the Puppy or otherwise forfeits or surrenders possession of the Puppy.

**6. Agreement to Terms of Purchase Agreement:**

- a) By signing below the Buyer acknowledges he or she has read this Purchase Agreement agrees to all the terms and conditions listed herein.
- b) Any legal action arising under the terms of this Purchase Agreement will be filed within the appropriate court within Middlesex County of the Commonwealth of Massachusetts and any legal action governed by the laws in the Commonwealth of Massachusetts.
- c) Should the Purchaser attempt to enforce any provision of this Purchase Agreement by filing a Complaint against the Breeder, the Purchaser alone is responsible for any legal fees and/or expenses.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Breeder: \_\_\_\_\_ Date: \_\_\_\_\_