# High Desert Companions Sales Contract

This Sales Contract is made and entered into on	, by and between:	
Seller:		
Name:		
Phone Number: (503) 523-8935		
Email: Highdesertcompanionsaz@gmail.com		
Buyer:		
Name:		
Address:		
Phone Number:		
Email:		
Puppy Description		
Breed: Poodle		
Color:		
Date of Birth:		
Gender: Dam:		
Identification Number (if applicable):		
Purchase Price & Payment Terms		
<ul> <li>The total purchase price for the Poodle puppy is \$</li> </ul>	(	
A non-refundable deposit of \$500.00 is due at the time.		
The remaining balance of \$ is due at the		
Delivery/Pickup		
The Buyer agrees to pick up the puppy from the Seller's loca	ation on or after	
arrangements have been made in writing. If shipping is requ	<u></u>	
responsibility and must be paid in advance.	nea, an associated costs are the Bayer s	
Breeding Rights		

This puppy is sold as a **companion pet only** and not for breeding. The Buyer agrees that the puppy will not be bred under any circumstance.

#### **Health Guarantee**

The Seller guarantees the puppy is in good health at the time of sale. The Buyer has **48 hours (2 business days)** from the time of pickup to have the puppy examined by a licensed veterinarian. If the puppy is found to have a serious health issue within this period, the Buyer must notify the Seller immediately.

- At the Seller's discretion, a replacement puppy or a refund may be offered.
- The Buyer must return the puppy (at their own expense) with a written veterinary diagnosis.
- Failure to complete a vet exam within the 2-day window will void the initial health warranty.

# **Rehoming Policy**

If the Buyer is ever unable or unwilling to keep the puppy, they must contact the Seller for assistance. The following conditions apply:

- The Buyer must **receive written permission** from the Seller before placing the dog in a new home.
- In urgent situations, the Buyer agrees to **surrender the dog to the Seller** and transport the dog to the seller at the buyer's expense.
- The Buyer must provide all records including **medical documents**, **registration papers**, **and microchip transfer forms**.
- No refund will be issued for rehomed or surrendered puppies.
- (a) If the Seller is able to rehome the puppy **before 6 months of age**, any rehoming fees collected (minus vet and care expenses) will be split with the original Buyer.
- **(b)** If the Buyer is found in violation of this contract, or if the dog's health has suffered due to neglect or lack of reasonable care, the Buyer **forfeits any right** to rehoming compensation.

# Seller's Representations & Warranties

The Seller certifies:

- They are the legal owner of the dog or have full legal rights to sell the dog.
- The dog is free from any lien, security interest, or encumbrance.
- The dog is the true offspring of the sire and dam referenced in this agreement.
- The dog is in good health and free from communicable diseases at the time of sale.

- Documentation of the puppy's veterinary health check, issued by a licensed veterinarian, will be provided.
- The Buyer is given **two (2) business days** from delivery to have the dog examined at their expense, including **patella examination**.
  - Seller does not guarantee the dog's patellas beyond this exam, as knee injuries are common in puppies and are not always genetic.
  - Early spaying/neutering can affect growth plates and knee development.
  - If the dog fails the vet exam, the Buyer may return the puppy (at their expense) with documentation for a full refund or replacement.
  - If the Buyer chooses to keep the puppy, no replacement will be given, and all medical costs are the Buyer's responsibility.

#### Size Disclaimer:

The Seller does not guarantee the final adult size, weight, or height of the Puppy. While estimates may be provided based on the size of the Puppy's parents and related lineage, the ultimate size of any individual dog is influenced by a variety of factors beyond the Seller's control. These factors may include, but are not limited to, genetic variation, nutritional choices, exercise, overall health, and the timing of spay or neuter procedures—particularly if performed before the age of one year. The Buyer acknowledges and accepts that the Puppy may mature larger or smaller than anticipated and that no warranties or representations are made regarding the Puppy's final size.

#### **Extended Health Guarantee**

The Seller guarantees this puppy until its **first birthday** or until the dog is spayed/neutered—**whichever comes first**.

If a **genetic disorder** is diagnosed (excluding pre-existing conditions) that shortens or significantly affects the quality of life:

- The Buyer must provide written documentation from their veterinarian **and** a second veterinarian (approved by the Seller) confirming the condition.
- The Seller may offer a **replacement puppy** upon return of the original dog.
- If the Buyer chooses to keep the dog, they must arrange and fund any necessary treatment.
- The Seller may refund up to the **full purchase price**, upon receipt of **paid veterinary bills** and confirmation from Seller's chosen vet that treatment was required.
- Diagnosis must occur before the dog's first birthday and prior to spay/neuter.

#### Note:

 The Seller does not guarantee against health issues or death caused by vaccines, heartworm prevention, or flea/tick treatments (topical or oral).

- The Seller is **not liable** for symptoms such as kennel cough following vaccination.
- Loose patellas or cherry eyes not present at the time of sale and discovered later are not covered, as these can result from injury.

### **Buyer's Responsibilities**

The Buyer agrees to:

- (a) Maintain the puppy in good health, including vaccinations, parasite control, and dental care.
- (b) Keep the puppy as a **family house pet**, not to be kept outside, chained, or confined in unsanitary conditions.
- (c) Provide **high-quality food** and maintain regular grooming.
- (d) Purchase the puppy for personal ownership—not as an agent or reseller.
- (e) Never sell, surrender, or give the dog to pet stores, puppy mills, dog dealers, research/testing labs, or similar entities.
- (f) Not breed the dog under any circumstance.
  - Males should be neutered after 12 months.
  - Females should be spayed approximately 3 months after their first heat cycle.
  - Breeding this dog without permission may result in a \$15,000 fine and the repossession of the dog.
  - Early spay/neuter may cause incontinence and will void the health guarantee.
    - (g) Return the dog to the Seller if unable to keep it, unless other arrangements are made.
  - The dog must **never be surrendered** to a shelter or rescue.
    - (h) Seek professional training if needed.
  - Behavioral issues are the Buyer's responsibility.
  - The Seller does not refund for training expenses.
  - Recommended resource: Baxter and Bella online training videos.

# **Governing Law**

This contract is governed by the laws of the **State of Arizona**. Any disputes shall be resolved exclusively in the courts of the County in which the seller resides.

# **Entire Agreement**

This document represents the **entire agreement** between the Seller and Buyer. Any amendments must be made in writing and signed by both parties.

Seller: Signature:	Buyer: Signature:
Name:	Name:

**IN WITNESS WHEREOF**, the parties have executed this Sales Contract on the date first written above.