

# Purchase Agreement

This is a contract for the sale of a pet quality Chihuahua. This agreement is signed between \_\_\_\_\_ aka "World Class Chihuahuas"

and the above-named buyer for the puppy:

Breed Chihuahua

Sex

DOB

Name

Color/Coat

Microchip #

Thank you for deciding to purchase one of our puppies! We want to make this a stress-free enjoyable experience for you. Please feel free to email or call us with any questions or concerns that you might have along the way. Contact email is [wchihuahuas@icloud.com](mailto:wchihuahuas@icloud.com)

This contract is written for the protection of both the Breeder and the Buyer - however, it is primarily written to protect the health and general well-being of the puppy.

1. By putting a deposit / or paying full amount for a puppy, you 've agreed to the terms and conditions within this contract. Violation of terms and conditions stated in this contract will cause termination of the Agreement as well as cancellation of Health Guarantee.

Buyer Initials \_\_\_\_\_

2. The purchase price of the above puppy is \$ \_\_\_\_\_XXX\_\_\_\_\_

Delivery Cost \$ \_\_\_\_\_XXX\_\_\_\_\_

Deposit (Reservation) amount is \$ \_\_\_\_\_500\_\_\_\_\_

The balance \$ \_\_\_\_\_XXX\_\_\_\_\_ to be paid via CASH ( If agreed for local pick up, than at the date of pick up)

Scheduled Date of Pick Up \_\_\_\_\_XXX\_\_\_\_\_

3. Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the puppy if:

Buyer fails to pay the balance of the Purchase Price at the date of the mutually agreed pickup event. In this case the Breeder shall be free to sell the puppy to another party.

For delayed pick up - A boarding fee of \$ 40.00 per day will be charged for each day the puppy is boarded by the Breeder past the mutually agreed pickup/shipping date.

### **Health Care Agreement**

I. In order to be granted with this Health Guarantee solutions the Buyer (the Puppy Owner) must follow terms and conditions stated in this Agreement, as well as to be signed up with a Pet Insurance Plan no later than in one week after purchasing the puppy.

1) The puppy is guaranteed to be in good health at the time of sale. The customer will go home with advice on puppy care, initial vaccination/ shots record, deworming record, and general care guide to assist in customer education

2) The puppy is up to date on shots and deworming at the time of pickup of the puppy. It is very important that you continue necessary vaccinations and deworming.

Please do not expose your puppy to unknown dogs until he/she has completed the entire vaccination schedule and establish strong immunity - around 20-24 weeks old. ESPECIALLY IF YOU 'VE GOT TEACUP SIZE PUPPY.

Buyer's Initials \_\_\_\_\_

**3) After this purchase, the buyer, at their own expense, must have the puppy examined by a Licensed Veterinarian for genetic defects and general health within 3 days of receiving the puppy; documentation of this examination must be provided to the Breeder same day or 24 hrs after the Vet Check date for this Health Guarantee to be honored.**

\*\*\* If during the Initial Vet Exam your puppy found sick, or any illness or genetic disorders had been detected by licensed Vet - the Buyer must immediately (same day) notify the Breeder about negative results of the Vet Check.

In this case the Puppy must be returned to the Breeder along with documentation and written conclusion of the Vet Exam must be provided to the Breeder, and only after - convenient remedy options will be discussed with the Buyer.

However full refund will be granted only if the sickness of the puppy has been caused by Breeder's fault.

No vet expenses nor vet check and following veterinary treatments cost will be covered in this case.

Buyer Initials \_\_\_\_\_

4) If the Buyer will decide to ignore any contact with the Breeder about illness of the puppy during first 3 days after the purchase, as well as if the Buyer will not notify the Breeder about negative or positive results of the Initial Vet Exam, or if the Buyer will choose not to discuss with the Breeder any prescribed veterinary medications and procedures given at the Initial Vet Check, and if the Buyer will proceed to the veterinary treatment by his/her own will - this Agreement will be terminated, so Breeder will not take any responsibility for final results of the medical treatment, nor for further Vet expenses made by the Buyer.

Conditions not covered by 3 days Health Guarantee -

- Internal Parasites: Including but not limited to Worms, Mites, Giardia, Coccidia etc.
- Hypoglycemia, Hypocalcemia and other vitamin/food/nutrient deficiencies: Breeder is not responsible for deficiencies and disorders associated with poor diet. Buyer has been made aware of this breeds susceptibility to hypoglycemia and has been provided with verbal courses of treatment for the condition. Therefore, seller will not be responsible for the puppy becoming hypoglycemic resulting in death or illness.
- Any type of injury caused after puppy left Breeder's home.
- Diarrhea and Vomiting caused by improper diet, wrong or rotten food, chemical poison or allergy.
- Minor Eye/Ear infection
- Backward sneezing
- Allergy

Buyer Initials \_\_\_\_\_

#### DISCLAIMER:

Buyers are responsible to read and educate themselves about the special care of the Teacup Chihuahua breed.

#### II.

5) Should the puppy be diagnosed within 12 month of any genetic /hereditary disorders which is considered by two unassociated veterinarians as a **life-threatening condition, short of euthanasia, or require continuous medical treatment** throughout the course of the puppy's life, we will provide the buyer with these options:

- Should the buyer choose to keep the puppy and accept a partial refund, with the receipt of spay/neuter, a refund of 50% of purchase price will be given less any shipping and vet. fees.

- Should the buyer choose to give up ownership of the puppy to us, we will replace the puppy of equal value. We will not refund any vet fees and shipping charges, nor puppy cost in this case. Shipping of the new puppy will be at owner's expense.

To be granted for above remedies the Buyer must be signed up with Pet Insurance Plan since first week of ownership of the puppy, and notify the Breeder the same day when this disorder or life-threatening disease or health condition had been diagnosed by licensed Veterinarian within 12-month period.

Expenses for any further Veterinarian treatments taken by Buyer's own will without consultancy with the Breeder will NOT be covered.

Buyer initials \_\_\_\_\_

**IMPORTANT:** There are certain disorders that may occur during life time of the dog: allergies, thyroid dysfunction, demodectic mange, ear inflammation, minor heart disfunctions, canine flu that are not covered by this guarantee, because they are not life-threatening conditions. For example, conditions, diseases & disorders that are NOT covered by 12-month Health Guarantee but are not limited to the following:

- Open Fontanel: also known as a Molera (A soft spot on top of the head), this spot may or may not grow completely closed in the Chihuahua. It is not a genetic defect but a unique feature of the Chihuahua breed.
- Trachea: in small breeds do sometimes develop a peculiar cough, this is due to the collapsed tracheal rings, it is also known as reverse sneezing or backward sneezing. Usually happens when pup gets excited or drink water.
- Incorrect Bite, Teeth alignment issue
- Umbilical Hernias: (of any kind) unless life threatening case
- Testicles: (not descending) common in miniature Chihuahuas
- Luxation of the Patella: Grade 1 & 2
- Heart murmur grade 1 & 2
- Infectious Diseases & Parasites: Including but not limited to Parvo, Distemper, Leptospirosis, Hepatitis, Corona, Bordetella (Kennel Cough), Worms, Mites, Giardia, Coccidia etc.
- Hypoglycemia, Hypocalcemia and other vitamin/food/nutrient deficiencies: Breeder is not responsible for deficiencies and disorders associated with poor diet. Buyer has been made aware of this breeds susceptibility to hypoglycemia and has been provided with

verbal courses of treatment for the condition. Therefore, seller will not be responsible for the puppy becoming hypoglycemic resulting in death or illness.

- Eye and Ear Infections
- Conditions caused by initial injury or trauma of the dog, or happened as a result of wrong diet, swallowed objects, accidents, or any neglect from the owner

Any health concern or diagnosis provided must be confirmed by 2 independent Licensed Veterinarians – one from Buyer’s choice and one will be chosen by the Breeder.

Buyer Initials \_\_\_\_\_

Only one remedy per 12-month period can be covered by this guarantee and this agreement. Meaning if you had been granted once within period stated in this agreement with coverage or substitution you won’t be able to ask for another compensation.

5) All veterinarian bills and shipping expenses are the responsibility of the buyer. The Breeder assumes no responsibility for any medical expenses incurred after the sale. Seller is not responsible for any associated charges once puppy leaves our home such as vet fees, treatment costs, shipping fees, transportation costs, or mental stress.

Buyer initials \_\_\_\_\_

6) This guarantee does not cover any health issues caused by lack of proper care, wrong diet, neglect or injury from the buyer.

7) This guarantee does not include minor illnesses and health issues.

The breeder will disclose any known / existing illnesses, special conditions, or individual health issues prior to the sale date.

The breeder cannot assume responsibility for this puppy after the sale. It is the responsibility of the buyer to care for the puppy properly and keep it free from harm. Please remember that your Teacup size puppy must be treated with great care and protected from danger. Because miniature

puppy as any other toy breed dog tend to develop much faster and more severe progression of any disease in comparison with medium size or adult dogs.

8) The breeder assumes no responsibility for training difficulties or behavior problems. Seller does not guarantee temperaments, breeding abilities, adult size, bites, or potential show quality. This includes all faults of any kind.

9) The breeder does not guarantee size and coat color. We can give the buyer an educated guess / an approximate to adult weight and future coat color or type based on current traits using a weight chart.

Buyer Initials \_\_\_\_\_

10) The puppy is sold like a family PET with no AKC registration. No breeding rights given to the new owner. No show quality guaranteed at maturity of the dog.

11) The Buyer agrees to Spay/Neuter the puppy at the age of 10-12 month. Paperwork/Receipt about Spay/Neuter procedure must be provided to the Breeder during 48 hours after the event date. If prove of spay/neuter procedure not provided – this agreement will be terminated.

12) The Breeder is in no way responsible for the death or injury to the dog or loss of the dog during transportation to its new home by the Buyer or their Representative. As well as the Breeder is in no way responsible for the death or injury, or any disease caused by the initial injury, or loss of the dog due any injury if it caused by the Buyer's fault and lack of attention to the puppy.

**IMPORTANT:** If by some reason and by our fault while in possession of the Breeder this puppy get sick, or show any signs of body disorder, or will be injured prior the scheduled pick-up date, the Breeder will immediately notify the Buyer about it, and full refund of initial Deposit will be issued.

The Buyer: "If, some day by the force of fate or due to the prevailing cardinally new life circumstances, relocation or hardship, I will find that I no longer able to take care of my dog, I promise not to drop it into the shelter. In such situation I agree to surrender my dog back to the breeder in order to find a new home and family for adoption. I don't expect any refund in this case."

Buyer Initials \_\_\_\_\_

#### THE BUYER

\*\*\* At the day of sale \_\_\_\_\_, when I'm receiving the Puppy, I certify:

The Puppy appears healthy, clean, with no visible signs of disease, illness, behavioral anomaly, nor injuries or traumas.

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

#### THE BREEDER

\*\*\* At the day of sale \_\_\_\_\_ I certify:

The Puppy appears healthy, clean, with no visible signs of disease, illness, behavioral anomaly, nor injuries or traumas.

Breeder Signature \_\_\_\_\_



NO REFUNDS OF DEPOSITS AND PAYMENTS: We have a No Cash Refund Policy.

Payments and deposits are non-refundable regardless of type made, wires, money orders, direct cash payments etc.

Deposits and payments are not refundable if the buyer backs out of the purchase or does not continue with purchase for any reason, including but not limited to: buyer changing mind, failure to pick up puppy, refusal of delivery, emergency, landlord issues, failing to pay in full, etc.

If there is a dispute with this contract, it will have to be brought to San Bernardino County, California.

Breeder Signature: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_