

# *Puppy Contract*

## 1. THE DOG

Dog's call name \_\_\_\_\_

Breed Rottweiler

Sex  Male  Female

Date of birth June 23, 2007

Coat color \_\_\_\_\_

Registration  None

## 2. THE SELLER(S)

Name Mike & Laura Loding

Street 6659 Fields Landing Road

City Hayes State VA Zip 23072

Telephone 757-273-9304 Alternate 804-642-1679

E-mail [gml57@aol.com](mailto:gml57@aol.com)

The Seller warrants that the Seller is the sole owner of the dog.

## 3. THE BUYER(S)

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Alternate \_\_\_\_\_

E-mail \_\_\_\_\_

The Buyer warrants that the Buyer will be the sole owner of the Dog

## 4. BREEDING OF THE DOG

Seller  does /  does not retain breeding rights

## 5. WARRANTIES

5.1. At the option of the  Buyer /  requirement of the Seller, the Buyer may/must take the Dog to a licensed veterinarian for a thorough exam, the necessary shots, and medication within 14 days from the time of purchase. Any implied health warranty is void if the Buyer does not make a vet visit within the prescribed period of time, even if the visit is optional. Provided that

the Dog is returned to the Seller within 14 days of purchase, and the Buyer furnishes a signed statement from a licensed veterinarian of a medical problem, a full refund will be given to the Buyer within 1 days of return.

5.2. Seller warrants that the Dog is a purebred and that the pedigree is correct and will  be provided /  not provided to the Buyer at the time of sale.

5.3. The Buyer understands that the Seller has limited information and control regarding the future temperament, habits, and appearance of the Dog, and hence does not warrant such.

## 6. TREATMENT OF THE DOG

6.1. Regardless of any provisions in this Contract and its Addenda, this Dog is to be kept as a house pet only. Extensive time in outside areas, garage, or tied up outside is not allowed. The Dog is to be kept in the Buyer's living quarters. **The Dog will not be used as an attack dog or a guard dog for people, animals, or property.**

6.2. It is highly recommended that a professional trainer be consulted to train the Dog and Buyer in the proper handling of the Dog. Puppy and/or Basic Obedience classes are highly recommended.

6.3. This Dog is never to run off-lead except in a safely enclosed area.

6.4. At the option of the Buyer, the Buyer may have the Dog neutered/spayed.

6.5. The Buyer shall provide the Dog with necessary veterinary care upon sickness, disease, or injury, and shall take it to a veterinarian at least once a year for an annual health examination and routine vaccinations.

6.6. The Buyer shall provide the animal with humane care and maintain it in accordance with all current and future state, county, and municipal laws and ordinances where the Buyer resides or will reside.

6.7. If the Dog cannot be kept by the Buyer, the Buyer shall notify the Seller immediately. This Dog may never be sold or given away to any individual, company, research facility, or group except to the Seller or Seller approved individual, organization or group. When ownership is transferred, the purchase price is forfeited. Any other transfer of this Dog without written permission of the Seller shall make the Buyer liable for \$ 1,500.00 in damages, payable upon demand to the Seller.

6.8. If this Dog is ever returned to the Seller for any reason, all shipping charges are the Buyer's responsibility, including the forfeiture of the shipping crate.

6.9. If any of sections 6.1-6.8 are not adhered to, the seller will take possession of the dog without recourse.

7. CONFLICT RESOLUTION

7.1. With any action, proceeding, or arbitration between Buyer and Seller arising out of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and penalties from the non-prevailing party.

8-15 GENERAL CONTRACT TERMS

8. All understandings between the parties are incorporated in this Contract. Its terms are intended by the parties as final and an exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Contract is held ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

9. Neither this Contract nor any provisions in it may be extended, amended, modified, altered, or changed, except in writing signed by Buyer(s) and Seller(s).

10. This Contract shall be governed by and construed in accordance with the internal laws of the State of Virginia and without reference to any rules of construction regarding the party responsible for drafting this Contract.

11. The Dog shall reside at the address stated in section 3 above. Any changes in the Buyer's or Seller's address must be relayed to the other party within 7 days of the change.

12. The singular form of Buyer and Seller includes the plural.

13. In the event the laws of the state noted in section 10 require any other provisions to be included in this Contract to make this Contract compliant with the laws of said state, then said provisions shall be deemed included herein.

14. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded to such party under this Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach hereof except as may be specifically agreed in writing.

15. If any consent or other approval is needed and is provided for in this Contract, such consent or other approval shall not be unreasonably withheld, delayed, or conditioned.

SIGNATURES

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

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

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

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