***Triptych Kennels***

Sarah Gilreath

592 Tucker Rd

Rainsville, AL 35986

(904) 864-7696

**Pet Puppy Purchase Contract**

This agreement is made between Triptych Kennels, Sarah Gilreath, 592 Tucker Rd, Rainsville,

AL 35986, hereafter referred to as SELLER and BUYER :

**(name)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(address)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(phone number)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(email address)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As BUYER desires to purchase, and SELLER agrees to sell to BUYER, the hereafter described puppy upon the terms and conditions stated in this agreement.

**1. Description of Dog**

**Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Whelp Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Sire AKC registration # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Dam AKC registration # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Registered name of puppy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AKC registration number of puppy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. Permanent Identification of Puppy**

The permanent means of identification of the puppy will be the \_\_\_\_\_\_\_ microchip, provided and implanted by SELLER’s veterinarian. The microchip number assigned to this puppy is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **2a.** The BUYER agrees that the SELLER’s contact information will always remain on the puppy’s

 microchip identification/profile (in addition to whatever contact information is updated by

 BUYER).

**3. Description of Additional Equipment**

The SELLER includes the following equipment with the puppy for its use and care: Microchip, worming, vaccination, and treatment record, and a supply of puppy’s food to facilitate any gradual change in diet that may be necessary. SELLER feeds, and recommends, Royal Canin products. In the event that BUYER cannot, or does not, want to feed Royal Canin products, SELLER recommends consultation with BUYER’s veterinarian regarding an appropriate, high quality dog food. SELLER also recommends moistening/wetting any dry puppy kibble fed to puppy to reduce risk of choking.

**4. Amount & Payment of Purchase Price**

The purchase price for the above-described puppy shall be **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD**, paid to the seller upon execution of this agreement.

This agreement is mutually stipulated to have been entered into in Dekalb County, Alabama, regardless of the place where it was signed. BUYER and SELLER agree that the proper venue for an legal actions take to enforce the terms and conditions of this agreement shall lie in Dekalb County, Alabama, and that his agreement shall be interpreted in accordance with the laws of the State of Alabama. In the event legal action is taken to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney’s fees and costs.

If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

**5. Maintenance of Puppy**

 **5a.** BUYER agrees to maintain this puppy in good health and provide routine preventative health care including, but not limited to, inoculation, internal and external parasite control and treatment, and, when indicated, heart worm and flea/tick preventative medication, annual

 veterinary examination and care as needed, and nail trimming.

**5b.** BUYER further agrees to provide appropriate exercise as indicated to maintain this puppy in

proper weight, condition, and physical shape. BUYER understands that excessive exercise of

puppies can directly contribute to potentially irreversible damage of a puppy’s joints and bones, and that puppies should be limited in the amount, duration, and intensity of exercise they receive including, but not limited to, limiting length of walks, strenuous activity, and activities such as going up and down stairs, jumping on and off of couches and other surfaces, and running/walking long distances. Exercise regimens should be discussed with a veterinarian and appropriate to the puppy’s age and developmental stage. If BUYER is found to have engaged in excessive physical activity, exercise, or conditioning of this puppy with resulting musculoskeletal issue, this will cause all health guarantees to be null and void

**5c.** SELLER vaccinates puppies according to AAHA Vaccination guidelines. BUYER agrees to have puppy vaccinated according to these guidelines. These guidelines include, but are not limited to, recommendations that vaccinations be given every three years following the initial puppy vaccination series and booster one year after the last of the puppy vaccinations and NOT annually. SELLER also recommends titer testing when possible. Any variance from this protocol not recommended by BUYER’s veterinarian will cause all health and guarantees to be null and void.

**5d.** SELLER does not recommend vaccination for Leptospirosis owing to the high number of reports of vaccine reactions, and even deaths, from Leptospirosis vaccination. BUYER understands that SELLER does not recommend Leptospirosis vaccination and if BUYER chooses to still administer Leptospirosis vaccination, even under veterinary recommendation, and harm, disability, or death results in regards to puppy, SELLER is not held liable under the health conditions and terms of this contract for that, and no refund or replacement for puppy will be offered or accepted.

**5e**. BUYER understands that proper socialization of puppy is important for development of sound temperament and understands that SELLER strongly recommends participating in proper socialization opportunities with puppy, such as obedience and puppy classes.

**5f.** BUYER agrees that his puppy is NOT to be left in a backyard or kennel only, unsupervised, and/or unattended. This puppy will be kept in a heated and air-conditioned house with proper confinement including, but not limited to, a fenced back yard. The puppy will not be allowed to run loose in an unsupervised environment.

**5g.** If puppy is confiscated by animal control more than once, and/or if puppy is ever found to be abused and/or neglected in any way, the SELLER shall be allowed by the BUYER to confiscate the puppy with no refund in whole or in part. Any court costs associated shall be the responsibility of the BUYER.

**5h.** BUYER understands the importance of keeping puppy in a temperature controlled environment and that HEAT CAN KILL and agrees to be mindful of temperature extremes, bad weather, and duration in elevated temperatures and the untoward effect this may have on puppy’s health.

**6. Health Guarantees/Stipulations**

**6a.** SELLER has engaged in rigorous health testing of the dam and/or sire of this puppy. Testing includes, but is not limited to, screening for genetic diseases and susceptibility, temperament testing, cardiac heath, eye health, and musculoskeletal health. All efforts have been made to ensure matings produce puppies with limited risk for contracting and/or expressing health deficiencies. Breed specific screenings/testing for the dam and/or sire of this puppy include, but are not limited to:

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

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

**6b.** BUYER understands that genetic and/or physiologic impairments may still occur despite rigorous testing and does not hold SELLER liable for resulting deficiencies where reasonable attempts have been made to screen for them in breeding stock.

**6c.** SELLER agrees to convey with puppy a guarantee of health against any condition caused by hereditary disease and resulting in death within **two** years following date of birth. A refund of purchase price or a replacement puppy from another litter, under SELLER’s discretion, will be full remedy offered to BUYER, after proof of condition and proof of loss of puppy to this condition is provided to SELLER’s veterinarian.

**7. SELLER’s Representations**

 **7a.** BUYER agrees to have puppy examined by a licensed veterinarian within three (3) business

days of execution of this contract, and to personally examine the puppy at time of transfer to their satisfaction. Should the BUYER’s veterinarian determine that the puppy is not healthy or sound, the BUYER has three (3) business days from date of veterinarian examination to send a written veterinarian certificate, by certified mail, stating that the puppy is not healthy or sound. The BUYER may then elect to immediately return the puppy to the SELLER, at the BUYER’s expense, for a full refund of the purchase price, or, to keep the puppy, without further issue, complaint, or remedy, with this knowledge. If the BUYER chooses to return the puppy to SELLER, then SELLER also requires a second examination and written certification of the puppy not being in good health or sound by a second licensed veterinarian, with resulting written certification also being sent by certified mail within three (3) business days of date of examination.

**7b.** If BUYER elects to return puppy to seller then any further performance under this contract, with exception to location of execution of contract and jurisdiction of contract, shall be considered null and void.

**7c.** Any action taken to return puppy to SELLER by BUYER shall be done with the best interest of the puppy in mind including, but not limited to, temperature at the time of shipment by airline, if applicable, nonstop flights, etc.

**7d**. As of the date of this contract, SELLER maintains that the dog is in good health, free of communicable disease, and is current on all shots and worming.

**7e.** SELLER shall not be held responsible for acts of puppy which are due to BUYER’s negligence.

**7f**. This contract applies to the original puppy only and is nontransferable to a second party.

**7g.** Please note carefully that SELLER reserves the first right of refusal if BUYER should decide to sell, relinquish, rehome, or transfer puppy. This right will be in place for the entire lifetime of the puppy.

If the puppy is returned to the SELLER it is at the cost of BUYER. SELLER will make every effort to rehome dog but does not guarantee any return or refund of monies to BUYER. At the discretion of SELLER, full or partial refund may be given depending on the age and condition of the puppy, and expenses incurred in rehoming the puppy which may include a daily board rate, food, and veterinary expenses.

At the discretion and with the permission of SELLER, BUYER may rehome the dog directly. SELLER also reserves the right to approve any new home recommended by BUYER, should this arrangement be proposed to and accept by SELLER. Therefore, the above puppy will not be sold or ownership transferred without first being offered to SELLER.

**7h.** BUYER agrees to never send the puppy to an animal shelter and/or animal rescue and/or sell this puppy to an agent, pet store, or guard dog business.

**7i**. BUYER agrees to make reasonable efforts to stay in contact with SELLER regarding the health and welfare of the puppy including, but not limited to, emails, phone calls, texts, etc., regarding how puppy is doing in its new home and as a member of the family. BUYER agrees to keep SELLER updated as to address and location of puppy.

**8. Pet Puppy Information**

 **8a.** BUYER agrees that puppy is being sold to them as a pet and will not be used for breeding

purposes.

**8b.** BUYER agrees to take all necessary measures to ensure that puppy is not mated and does

not have the opportunity to whelp or sire litters of puppies.

**8c.** BUYER agrees that puppy will be neutered/spayed as close as possible to its first birthday if

possible so long as it does not affect the health and welfare of the puppy, and only under

consultation with a licensed veterinarian

**8d.** BUYER understands that the puppy’s AKC registration papers will only be forwarded to buyer upon receipt of proof of spay/neuter as agreed to in this contract. Proof of spay/neuter must be in the form of certification by BUYER’s veterinarian.

**8e.** BUYER understands that this puppy is being sold as a pet, and as such, will have AKC limited

registration and will NOT have AKC full registration

**8f**. If BUYER violates the terms of this contract and mates puppy with resultant offspring, there shall be a penalty in place of $3000 and an additional $3000 per puppy

The undersigned BUYER hereby acknowledges, having read and reviewed the terms of the contract, and does hereby stipulate that they understand and agree to abide by the terms of the contract and each of the provisions set forth within the contract. In signing, the BUYER acknowledges they are completely satisfied with this contract.

Buyer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_