

Fancy Florida Puppies Sales Contract & Health Guarantee.

Christine Greenberg agrees to sell the following puppy~

Name :

Microchip:

Color:

Dam Name:

Sire Name:

following conditions of sale and price:

DEPOSIT. \$500.00 non-refundable
execution of this Agreement.

buyer acknowledges that Breeder cannot control litter sizes and that the wait time for puppies can be longer than expected. The buyer acknowledges that the Deposit is non-refundable in all circumstances. However, if a puppy/dog that meets the Buyer's identified preferences is not available when it becomes the Buyer's turn to pick a puppy/dog from the selected litter, the Buyer may elect to have the Deposit transferred to the next litter and will have up to 18 months to use the deposit. After 18 months the deposit is fully earned, non-refundable, and no longer active on any future litters.

PURCHASE PRICE. ("Purchase Price") is agreed upon, with the balance due in full (a) at least 1 day/week before the puppy/dog is delivered to Buyer or (b) upon Buyer's pickup of the puppy/dog. Any shipping and handling expenses are the responsibility of and shall be paid by Buyer. All payments due under this Agreement shall be made in US Dollars and paid to the Breeder Christine Greenberg~ Fancy Florida Puppies LLC

BREEDER GUARANTEE. The seller guarantees the puppy to be in good health and is current on all vaccinations for the appropriate age of the puppy.

This agreement is between

Puppy Name:

Date Of Birth:

Sex:

Price:

Registration Type:

Buyer and Seller agree to the

Deposit of \$500 (“Deposit”) shall be due and paid to the Breeder upon The Deposit shall be applied to the final Purchase Price (defined below). The

BREEDER'S OBLIGATIONS. Breeder represents and warrants the following:

OWNERSHIP. The breeder is the lawful owner of the puppy/dog and has the right to transfer ownership of the puppy/dog to the Buyer. Ownership of the puppy/dog will be transferred to the Buyer upon the Buyer’s payment of the full Purchase Price.

STATE OF HEALTH; SHORT-TERM HEALTH WARRANTY. The puppy/dog (i) was previously examined by a licensed veterinarian and was found to be in good health at that time and (ii) has had the immunizations enumerated in the health records provided to Buyer. Buyer, at its own expense, must have the puppy/dog examined by a licensed veterinarian within 7 days unless BUYER has prior written consent for an extension from BREEDER. After receiving the puppy/dog (the “Examination Period”) for the guarantee in this section to be valid. If, within the Examination Period, a licensed veterinarian finds the puppy/dog to be unhealthy or unfit for sale, the puppy/dog may be returned to the Breeder for a full refund of the Purchase Price. The veterinarian must provide a written statement deeming the puppy/dog “unfit for purchase”, which must be sent to the Breeder within 48 hours of the veterinary examination. The foregoing guarantee expressly excludes (x) any health issues caused by Buyer’s ill-treatment, abuse or neglect, (y) any health issues that result from the puppy/dog’s transportation from Breeder to Buyer, and (z) all minor illnesses and health issues, including upper respiratory infections, allergic reactions, stress colitis/diarrhea, internal or external parasites or contagious viruses including canine parvovirus, UTIs, vaginitis or umbilical hernias. **IT IS IMPORTANT TO NOTE THAT PUPPIES CAN CONTRACT PARVO AT ANY TIME AND IT IS NOT RECOMMENDED TO BE PLACED OUTSIDE ESPECIALLY**

IN PUBLIC PLACES UNTIL A LICENSED VET HAS DEEMED THEY ARE FULLY VACCINATED. PARVO IS HIGHLY CONTAGIOUS AND IF LEFT UNTREATED WILL KILL A PUPPY.

RETURNS/REFUNDS. If it is determined by a licensed veterinarian that the puppy/dog (i) was "unfit for purchase" or (ii) has a genetic disorder that is identified within the warranty periods described above, the Buyer may (i) keep the puppy/dog and receive reimbursement for any veterinary expenses related to the illness (provided that such reimbursements will not exceed the Purchase

Price amount) (ii) return the puppy/dog and receive a replacement puppy/dog from the next available litter of equal or better value and/or (iii) return the puppy/dog and receive reimbursement of the original Purchase Price. Should the puppy/dog be returned or exchanged according to the terms of this section, Buyer shall be responsible for any and all transportation expenses, veterinarian charges, crate fees, air freight charges, and transport fees.

NO OTHER WARRANTIES. No other warranties or guarantees, expressed or implied, are made by the Breeder, and the puppy/dog is sold and delivered in an "as is" condition, except as expressly and specifically set forth herein.

BUYER'S OBLIGATIONS. Buyer agrees to the following:

PROPER CARE. Buyer will provide good and proper care of the puppy/dog. Such care includes providing adequate housing and protection from the elements, a safe (preferably fenced) exercise area, and proper and

sufficient nutrition. PawTree food and Core 4 together will add extension to your warranty. Buyer will provide proper veterinary care throughout the puppy/dog's lifetime, including but not limited to, routine vaccinations and/or titers to maintain the puppy/dog's immunity to common canine diseases.

VETERINARY CARE. The Buyer will also provide the following veterinary care: (i) routine vaccinations and/or titers to prevent common infectious diseases; (ii) routine treatment for internal and external parasites; and (iii) annual examination by a licensed veterinarian.

CARE TO PREVENT ORTHOPEDIC CONDITIONS. The buyer will also provide the following care:

- (i) Proper nutrition to support ideal growth and maintain optimum body condition. Buyer will not overfeed the puppy/dog nor allow it to become overweight;
- (ii) Proper daily exercise to maintain the puppy/dog in good condition, but no forced exercise (such as jogging) until the puppy/dog is fully grown or the activity is approved by a licensed veterinarian; and
- (iii) Avoidance of stress injuries, such as not allowing the puppy/dog to jump from or over heights taller than itself at the shoulder until the puppy/dog is fully grown or the activity is approved by a licensed veterinarian

BREACH BY BUYER. Buyer's breach of any of the foregoing obligations shall result in Breeder's warranties set forth in this Agreement being null and void.

REMEDY FOR MISTREATMENT. If the Breeder feels the puppy/dog is not getting proper care and treatment, the Breeder has the right to have the puppy/dog examined by a licensed veterinarian. If such veterinarian finds the puppy/dog to be a victim of ill-treatment, abuse, or neglect, (a) the Breeder has the right to take full possession of the puppy/dog [and its duly signed [Registry] transfer papers/registration] and (b) all Breeder warranties herein shall become null and void. For the avoidance of doubt, if the Breeder takes possession of the puppy/dog in accordance with this section, the Buyer shall not be entitled to any refunds of any payments made to the Breeder.

AGREEMENT TO MEDIATE. If a dispute arises out of or relates to this Agreement or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

GOVERNING LAW. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions thereof.

MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, negotiations, discussions, and understandings, written or oral, between the parties with respect to such subject matter. Neither party may assign, transfer, or subcontract any obligations (or rights) under this Agreement without the prior written consent of the other party. No changes, modifications, or waivers to this Agreement will be effective unless in

writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in any number of counterparts and such counterparts together shall constitute the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

The buyer agrees that the puppy/dog will be housed indoors, fed a quality diet, and kept current on all vaccinations and heartworm prevention as recommended by a licensed veterinarian. The buyer agrees that the puppy/dog will never be taken to a dog shelter, pound, or any like facility. In the event that the buyer cannot keep the puppy/dog, the buyer must return the puppy/dog to the Breeder. At this time if the buyer has found a suitable home, the transfer of ownership must be approved by the Breeder prior to rehoming. The health warranty is void if the puppy/dog is transferred to a new owner. In the event that the puppy/dog produces its first litter, the health warranty ends regardless of age.

IN WITNESS WHEREOF, Breeder and Buyer have executed this Agreement effective as of the Effective Date.

Sellers Signature:

Date :

Buyers Signature:

Date:

Buyers Email:

Buyers Address: