

PUPPY SALES CONTRACT



Shawna Davies DBA Fennario Kennels, 5013 Whitehouse Trail, Evergreen CO  
Heretofore known as "Seller"

Heretofore known as "Buyer"

Male Female Color:  
Heretofore known as "Puppy"

NAABA reg "  
Fennario Litter Group

Amount deposited: \$600  
amount to be paid to Fennario Kennels: \$ \_\_\_\_\_ US Dollars  
This amount must be received by Fennario Kennels prior to seller releasing puppy to buyer.

The Seller guarantees to the Buyer that for a period of 48 hours after the puppy leaves the seller's care:

1. The puppy will be in good physical health and free from disease, except that the Seller does not guarantee the puppy is free from worms or common GI conditions associated with coccidia or giardia. This puppy was wormed at *least* two times on the dates shown in the health records, and all reasonable care has been taken to remedy GI tract conditions.

The Seller agrees to provide accurate health records, showing the date and brand of all vaccinations given prior to leaving the seller's care. The puppy has received one series puppy vaccinations, at six weeks of age. The vaccination date is also shown in the health records.

2. You must have the puppy examined by a licensed veterinarian within 48 hours of assuming ownership of the puppy. If the veterinarian has determined the puppy has incurable illnesses, or congenital defects/conditions that are life threatening or will greatly affect the quality of life, it will be exchanged for another puppy of equal value of the customer's choice at once or when available, provided a letter from the examining veterinarian is offered during the guaranteed period. The Buyer agrees to return the puppy to the Seller immediately. No exchange will be made/contracted after the period of 48 hours. The Buyer is responsible for all transportation costs for both the returned puppy and the replacement puppy. The Seller is *not* responsible for any costs of transportation arrangements. After the puppy leaves the Seller's premises the seller assumes no responsibility with respects to: medical expenses, mortality, landlord's disapproval, allergy to animals, disagreement of family, or for any other reason, not excluded elsewhere in this agreement.

*Exclusion for non-service dog purchase. The buyer agrees this puppy will be purchased for a pet. –*

**NO OTHER GUARANTEES OR WARRANTIES:** The only guarantee or warranties made by the seller are those in Sections 1,2 and 3 of this agreement and attached transportation agreements. ALL OTHER GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRARNTIES OR MERCHANTABILITY, FITNESS AND TEMPERAMENT FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS SALE AND SHALL NOT APPLY TO THE PUPPY.

3. The puppy \_\_\_\_\_ you are purchasing on \_\_\_\_\_ is guaranteed to be free of hip dysplasia.

The dog should be x-rayed between 24 and 28 months of age by an approved veterinarian (animals older than 28 months of age are not covered under this guarantee). Duplicate x-ray must also be sent to the Seller. If the puppy is certified to be dysplastic by O.F.A., the dog will be replaced with a puppy or adult dog from a similar breeding of the buyers choosing provided that: The dog that was certified to be dysplastic is sterilized and the owner submits proof in writing from a veterinarian. All NAABA paperwork must be submitted to Fennario Kennels and replaced with registration noting to dog has been certified dysplastic. The buyer may keep the dysplastic dog as well as receive a replacement puppy. The seller is in no way responsible for any remedy, surgery, maintenance or routine/follow up care of the dysplastic dog. In such cases as the dysplasia deteriorates quality of life, the buyer is responsible for euthanasia of the dog.

4. Transportation arrangements (Form 1 attached) must be submitted and approved by Fennario Kennels BEFORE purchase can be finalized. All Seller and Buyer Agents will be listed, and all certifications must be received by the seller before purchase will be finalized. The Seller is not responsible for conditions or transportation schedule changes/delays by the transportation company of the Buyer's choosing. The Seller is not responsible for any communicable diseases that the puppy may contract during transport.

5. This puppy \_\_\_\_\_ is registered with the NAABA as an American Alsatian Dog and is a trademarked product of the Dire Wolf Project. The name American Alsatian and Direwolf Dog are owned exclusively by the NAABA and may not be used in ANY capacity, including reproduction of the product Direwolf Dog or American Alsatian Dog. The Seller agrees to provide hard copy proof of NAABA Registration and Certificate of Authenticity accompanying the puppy and the puppy's packaging (Collar with tag or Kennel specifying the product contained within).

6. The Buyer agrees to inform the seller of any name other than the registration name it received at the time of birth, re-registered with the NAABA by the Buyer.

7. The buyer agrees to inform the Seller in the case of re-homing, placement or sale of the dog BEFORE the puppy is rehomed or sold. The Seller has the right of first refusal for no more than the original selling price.

8. The Buyer agrees to inform the Seller of any congenital conditions, medical or otherwise, that may be evident in the puppy throughout the entirety of the American Alsatian's life. The Buyer agrees to inform the Seller when the dog reaches end of life.

9. The parties agree that the only remedies available to the Buyer, are the remedies listed in this contract. The Seller is not responsible for any expenses incurred, damages or amounts to be paid including veterinary expenses.

10. This agreement and its terms and conditions shall be governed by and interpreted in accordance with the governing laws of the state of Colorado. This Agreement represents the complete and exclusive final agreement of the parties with respect to the sale or the Puppy and supersedes any earlier or contemporaneous oral, written, or implied agreements with respect to this sale. Any amendments or articles of inclusion shall be attached and listed in the space below:

NONE ARE LISTED

By signing this contract, you agree to its terms and conditions.

\_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Signature

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_

Date: \_\_\_\_\_

Shawna Davies DBA Fennario Kennels