

## Sales Contract Agreement for Puppy

IN CONSIDERATION of the agreed upon sum which shall be received by Alyse Honnold, hereto referred to as "Seller", from \_\_\_\_\_, located at \_\_\_\_\_ (Buyer Home Address) hereto referred to as "Buyer", Seller shall grant, sell, convey and transfer the following dog referred to now as "Puppy" on the agreed upon date of transfer on the condition that the following *total* is paid in full prior to Puppy being physically transferred.

### PUPPY BEING TRANSFERRED:

<b>Breed of Puppy:</b> Laizhou Hong (Chinese Red Dog)	<b>Color of Puppy:</b>		
<b>Puppy's Date of Birth:</b> 9-9-23	<b>Sex of Puppy:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female		
<b>Puppy's Name:</b>			
<b>Sire Name #:</b> Kahn of Street King Kennels			
<b>Dam Name #:</b> Alysiums Garcia of Street King Kennels			
<b>Purchase Price:</b> \$10,000		Shipping: \$	<b>Total: \$</b>

### SELLER RESPONSIBILITIES: :

**Total Received in full by Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Upon payment in full as set forth above, Seller shall transfer possession of above Puppy to Buyer. Seller warrants that Seller is the legal and true owner of the Puppy and has the unqualified right to sell the Puppy. The Puppy is sold free and clear of any lien, security interest, mortgage or other encumbrance. Having made reasonable enquiries of the Buyer, Seller in good faith believes that the Buyer is able to meet the Puppy's future health and welfare needs, and hereby relinquishes sole ownership and all the duties and responsibilities thereof to Buyer. **Seller, at the time of transfer, will provide the Puppy's health record, worming chart, vaccination schedule, and feeding requirements.**

### BUYER RESPONSIBILITIES: Buyer acknowledges & agrees to everything in this section (buyer initials) \_\_\_\_\_

Buyer is physically and financially responsible for the Puppy's care, welfare, and expenses upon transfer. Buyer agrees to provide a safe environment, good nutrition, training, age appropriate socialization activities, handling, shelter, exercise, vaccinations, and heartworm prevention for the extent of the Puppy's life.

#### NUTRITION

Buyer agrees to feed an age and breed appropriate diet. Feeding a large/giant breed puppy food with until the puppy has finished growing is crucial. Not all large breed puppy foods are the same. You must make sure it has the adequate ratio of Ca/P of 1.1:1 – 1.4:1 and fat percentage no greater than 12% (if your puppy is on the larger side you want to find a food closer to 8% fat to prevent from developing conditions such as OCD or Pano caused by too rapid of growth. Health guarantee may be void if you do not follow these feeding guidelines. For the life of the puppy it is important to feed a food with meat based proteins (not grain free or high legume content). If it is found you fed your puppy a "grain free" food high in legume content the guarantee covering the puppies heart will be void.

**Buyer agrees not to over exercise the puppy, this includes excessive repeated jumping motions.**

**Puppy should never jump above wrist height (when younger than 6 months), and 6-18 months should not jump above elbow height.** Puppies should not be walked for more than 5 consecutive minutes per month of age. Instead of playing fetch use a flirt pole.

Buyer must update Seller of a change of address or phone number within 14 days of the change.

**Buyer shall complete the provided vaccination schedule, and see that Puppy is not allowed on the ground in areas where other dogs frequent such as parks, puppy play areas, pet stores, veterinary clinic floors, road stops, communal potty areas (including those at apartments or condos), etc. until completion of their booster vaccinations, to prevent exposure to communicable disease which can cause extreme harm or death to a young puppy.**

**Buyer must register puppy's microchip before the puppy leaves Seller, and Seller is to be listed as an emergency contact on the puppy's microchip for the entirety of its life.** If at any point Seller is contacted by the puppy's microchip company, they shall contact Buyer by phone and email, making record of all attempts to contact Buyer before taking any action to keep the puppy out of a shelter. Buyer must activate the 30 day free Trupanion Pet Insurance (if located in the United States) before taking possession of the puppy.

If at any point the puppy starts to exhibit aggression of any kind, the Buyer must notify the seller and if the Buyer needs more guidance than the Seller can provide from afar, the Seller shall help the Buyer find an appropriate trainer local to the Buyer that is qualified to help with such behavior. The Seller has the right to decide if a trainer is or is not qualified to help with such behavior.

**Buyer agrees to send at least two photo updates** between age 1 and 2, including one of their side conformation, and one of the front and face.

**FUTURE OWNERSHIP RELINQUISHMENT:** Buyer acknowledges & agrees to everything in this section (buyer initials)           

If at any point once transferred, the Buyer is no longer able or willing to provide a home for the Puppy or otherwise meet the Puppy's health and welfare needs, it is the Buyer's responsibility to first contact the Seller before making any arrangements for rehoming the puppy. The Buyer must never surrender the Puppy to an animal shelter, rescue organization, medical testing facility, or any other place or to any individual which would render the Puppy homeless or cause harm to the Puppy. If surrendered to another agency/rescue Buyer will be held responsible for any fees incurred by Seller to recover the puppy. Buyer agrees to give first rights of the puppy back to Seller. The Buyer may request in writing permission from the Seller if they prefer to transfer ownership to a close friend or family member. Permission may be withheld if the new owner is unable to meet the puppy's health and welfare needs at the sole discretion of the Seller. If permission is granted by the Seller, the Buyer must provide the future new owner with an agreement in writing from the Seller detailing the future care of the Puppy, granting first right of the puppy to Seller in any case in which the new owner becomes unable to provide a suitable home for the puppy. If puppy is returned to the Seller, Buyer must sign all paperwork provided by the Seller to transfer ownership back to Seller, the Puppy shall be returned to Seller at Buyer's expense including any shipping and travel fees, Buyer's ownership will then be terminated, and the re-homing process will be conducted at Seller's discretion. Seller will travel up to 250 miles to pick up the puppy without the Buyer inquiring any shipping fees. The Buyer acknowledges that this agreement signifies a commitment to providing a lifetime home for the Puppy and return of the Puppy to Seller at any point once transferred (other than the below specified warranty/guarantee periods) will NOT include a refund or reimbursement of any amount including the deposit amount, purchase price, shipping fees, or any fees or bills incurred while the Puppy is/was in the Buyer's possession. Seller is not responsible for any physical or mental stress placed on the Buyer or any other entity by purchasing or returning the Puppy.

**WARRANTY:** Buyer acknowledges & agrees to everything in this section (buyer initials)           

Seller states that to the best of their knowledge the Puppy has never been exposed to communicable disease and is free from communicable disease and congenital and genetic defects at the time of transfer. Seller guarantees Puppy to be free from canine parvo virus and canine distemper at the time of transfer and for 48 hours from the time of transfer due to these communicable diseases being potentially deadly to puppies. If the Puppy is found and confirmed by two separate licensed veterinary exams from two separate, unrelated veterinary clinics to have a communicable disease as defined, Buyer may submit a written refund request via email and text message for a full refund of the above purchase price within 48 hours from transfer if both veterinarians/clinics confirm the same diagnosis. Seller is not responsible for communicable disease diagnoses made after 48 hours of transfer due to the short incubation period of these illnesses in puppies.

If the Puppy is believed to have died due to a communicable disease as defined above within the first 72 hours of transfer before an exam or confirmation diagnosis is completed and the Buyer wishes to submit a written refund request to Seller via email, a necropsy must be performed at Buyer's expense through a licensed laboratory agreed upon by the Seller with results stating the cause of death to be one of the stated communicable diseases. *This is to rule out accidents and environmental causes that are out of the Seller's hands once the Puppy has been transferred.*

**Warranty Period Terms and Conditions of Refund:**

- Buyer must contact Seller via email (to alysiumkennels@gmail.com) within the above warranty period and provide scanned veterinary records and all information pertaining to the findings including the date and findings of all examinations, veterinarian clinic information (name of clinic, clinic address, clinic phone number), and name of licensed veterinarians who provided any services to verify provided information, granting access for the clinic to relay information to Seller.
- Buyer must sign a waiver of claims and any/all paperwork provided by the Seller prior to receiving a refund.

- Seller has the right and choice to require return of the Puppy at Buyer's expense (including shipping/travel expenses) within one week of the findings prior to receiving refund. Seller assumes no responsibility for any travel expenses for Puppy or Buyer. If this occurs, any registration papers or registration certificates (if applicable) must be provided to Seller, and ownership and registration must be signed back over to Seller prior to refund.
- If all of these terms are not met and/or paperwork and information is not provided proving all claims, no refunds will be made.

**HEALTH GUARANTEE:** Buyer acknowledges & agrees to everything in this section (buyer initials)           

This Puppy is sold with a 2 year health guarantee from the Puppy's whelping date against the genetic abnormalities described below, severe hip or elbow dysplasia, Juvenile epilepsy, non physiological heart murmurs, and DM. If within 24 months of the Puppy's birth date the Puppy is found to have one of these stated genetic illnesses, Seller will offer the following remedies with the terms and conditions described below:

Buyer must provide all paperwork, written and signed by Veterinarian that proves examination results and quality of life statement along with abnormal results statement certificate. If this occurs, Buyer will receive refund of one-half of the purchase price of the Puppy within 1 week of the Seller's next litter leaving for new homes OR a replacement puppy when the subsequent Terms and Conditions are met. If the Buyer want's a replacement puppy, the Buyer is solely responsible for the cost to return of the puppy with the qualifying genetic abnormality and the shipping of the replacement puppy if applicable.

**Heart** – Congenital heart disease must be confirmed through an EKG reading by a cardiologist and test certified by OFA to receive compensation as outlined above. Additionally a blood test must be taken immediately upon diagnosis to rule out cause by diet, if a taurine deficiency is found, heart guarantee is void.

**Hip & Elbow Dysplasia** - A claim of hip dysplasia must be due to genetic factors (not due to an accident or negligence) and must be certified by letter and radiographs submitted in support from a licensed veterinarian to the OFA (Orthopedic Foundation for Animals) for a certified evaluation at Buyer's expense and show a result of "Severe Hip Dysplasia". The OFA grades the radiographs according to their own standards and their unbiased diagnosis will be considered final. To qualify for a refund or replacement as outlined above the results must show a result of "Severe Hip Dysplasia" or the equivalent if tested by ANKC or BVA.

**Juvenile Epilepsy** - A claim of JE must be confirmed via blood analysis. Results must be confirmed by licensed veterinarian to receive compensation as outlined above.

**DM** - The only way to accurately test for DM at this time is autopsy. If you provide proof of such death of this puppy you will receive a free puppy from a future litter. Puppy will be tested for the genes linked to DM and proof will be provided to the Buyer this puppy is either clear or carries a single copy of the gene assuring the puppy is not at risk for developing the disease.

**Health Guarantee Terms and Conditions of Refund:**

- Buyer must contact Seller via email (alysiumkennels@gmail.com) within the 24-month guarantee period *and* within one week of the exam results and provide scanned veterinary records and all information pertaining to the findings including the date and findings of all examinations (this includes any official OFA and Veterinary results). Buyer must provide all veterinarian clinic information (name of clinic, clinic address, clinic phone number) and name of licensed veterinarian who provided any services to easily verify provided information.
- Buyer must have the dog spayed/neutered at their own expense prior to Seller issuing refund due to the possible genetic factors of the illness.
- Buyer must sign a waiver of claims and all paperwork provided by the Seller prior to receiving a refund.
- Refunds and replacement puppies are offered on the condition that the Seller is still breeding Laizhou Hongs at the time any claims are made.
- **If all of these terms are not met and/or paperwork and information is not provided proving all claims, no refunds or exchanges will be made.**

Any refunds for warranty period and health guarantee period are based on original purchase price and do not include any shipping fees, taxes, veterinary charges, or other fees or bills incurred after the stated transfer date. All fees and incurred veterinary bills beginning the date of transfer are the sole responsibility of the Buyer.

**Euthanizing the Puppy for any reason without written permission from the Seller instantly voids this agreement, and in this case no refunds will be issued for any reason.**

**REGISTRATION CONFORMATION and BREEDING RIGHTS:** Buyer acknowledges & agrees to everything in this section (buyer initials) [redacted]

This Puppy was bred to be a companion animal regardless of registration type and shall NOT be bred.

Buyer agrees to have Puppy (males hereby referred to as "dog" and females hereby referred to as "Bitch") spayed/neutered by the age of 24 months and may not be spayed/neutered before the age of 18 months and Bitches must complete one full heat cycle, regardless of age before being spayed. Buyer agrees to provide seller with proof of no sooner than March 9th, 2025, and no later than September 9th, 2025.

If for any reason a Bitch becomes pregnant before being altered, she must be spayed immediately and the litter aborted. If for any reason a Bitch becomes pregnant and carries the puppies to full term, the Buyer agrees to relinquish ownership of the Bitch or provide proof of spay from a veterinarian within 14 days. Any puppy carried to full term by a Bitch shall become the sole property of the Seller as soon as the puppy reaches 7 weeks of age. The Buyer agrees to pay a \$5,000 (five thousand dollar) fee to the Seller for each puppy carried to full term by the Bitch. If for any reason the Buyer cannot comply with or chooses not to comply with the above terms, the Seller agrees to immediately relinquish ownership of the Bitch to the Seller.

If the puppy is bred for any reason planned or unplanned, and the Buyer does not notify the Seller, the Buyer agrees to pay a \$40,000 fee to the Seller.

Buyer agrees not to register this puppy with any registry without permission from the seller. Permission for such may be given in the form of a text message received from the phone number 1-509-844-3523. If the puppy is registered with any registry, the Buyer must include the puppy's given name in the registered name, but they may add on to the name. The given name for this puppy is \_\_\_\_\_.

**FITNESS OF PURPOSE:** Buyer acknowledges & agrees to everything in this section (buyer initials) [redacted]

By purchasing the Puppy from Seller, Buyer agrees that this Puppy shall be accepted as is for a companion pet. Seller does NOT provide any warranty or guarantee made now or towards the future either expressly or impliedly regarding merchantability as to the Puppy's fitness for any specific or contemplated purpose, including any dog sport, show ring performance, working ability, and/or breeding purposes.

**RELEASE:** Buyer acknowledges & agrees to everything in this section (buyer initials) [redacted]

**Buyer releases Seller from any and all liability, costs, or damages caused by the Puppy, including but not limited to damage to or destruction of property and/or injury to any person at any point once Buyer and Seller initial the acknowledgment of puppy pickup.**

**BREACH OF CONTRACT:** Buyer acknowledges & agrees to everything in this section (buyer initials) [redacted]

If Buyer should be unwilling or becomes unable to fulfill any of the above provisions, the Buyer agrees to return the Puppy and any registration and/or ownership certificate with appropriate signatures to the Seller at the Seller's request. Buyer is responsible for any monetary cost Seller incurs including legal and travel fees in the enforcement of this contract.

**GOVERNING LAW:** Buyer acknowledges & agrees to everything in this section (buyer initials) [redacted]

This Agreement shall be governed by and construed in accordance with the laws of the United States in the State of Washington in Spokane County. Should legal disputes arise, they will be handled in said state/county and all legal fees are the responsibility of the plaintiff.

**EFFECTIVE DATE:** Buyer acknowledges & agrees to everything in this section (buyer initials) [redacted]

This contract is binding only between the original Buyer and Seller as signed and is non-transferrable to a new owner, without the written permission of both parties.

IN WITNESS WHEREOF, and in consideration of the deposit amount paid, Seller has executed and delivered this agreement this \_\_\_ day of \_\_\_\_\_, 2023.

**By signing and initialing this agreement, both Buyer and Seller state that they have read all pages in full and are in complete agreement with the terms stated.**

This agreement shall be binding and deemed effective on the below stated date of the physical transfer of the Puppy.

Puppy will be picked up/dropped off \_\_\_\_\_, \_\_\_\_\_ 202\_\_ at the time of \_\_\_\_\_.

Int: \_\_\_\_\_ (buyer)

Int: \_\_\_\_\_ (Seller)

\_\_\_\_\_  
Alyse Honnold  
(Printed Name of Seller)

\_\_\_\_\_  
(Signature of Seller) Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Buyer)

\_\_\_\_\_  
(Signature of Buyer) Date: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT (BUYER)

State of \_\_\_\_\_ )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_ a notary  
date month year notary public name

public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(seal)

NOTARY ACKNOWLEDGMENT (SELLER)

State of \_\_\_\_\_ )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_ a notary  
date month year notary public name

public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

\_\_\_\_\_

*(notary signature)*

*(seal)*