

CONTRACT OF SALE

BUYER: _____ PHONE: _____ E-MAIL: _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 BREED: _____ ID: _____ DATE OF BIRTH: _____
 COLOR/MARKINGS: _____ REGISTRY: _____ REGISTERED: _____
 SIRE: _____ AKC #: _____ CKC #: _____
 DAM: _____ AKC DNA #: _____ CKC #: _____
 AKC #: _____ CKC #: _____

<input type="checkbox"/> CARE PACKAGE A: \$650.00*/\$800.00**	<input type="checkbox"/> CARE PACKAGE B: \$750.00*/\$900.00**	<input type="checkbox"/> CARE PACKAGE C: \$850.00*/\$1,000.00**
<ul style="list-style-type: none"> - PUPPY - DEW CLAWS REMOVED - TWO SETS OF SHOTS - TOY - 1 DAY OF DOG FOOD - SPAY/NEUTER - SAMPLE OF DINOVITE 	<ul style="list-style-type: none"> - PUPPY - DEW CLAWS REMOVED - TWO SETS OF SHOTS - TOY - 5 DAYS OF DOG FOOD - BRUSH - FOOD DISH - WATER BOTTLE - PUPPY PADS (14 PACK/XL) - SPAY/NEUTER - SAMPLE OF DINOVITE 	<ul style="list-style-type: none"> - PUPPY - DEW CLAWS REMOVED - TWO SETS OF SHOTS - TOY - 6 LB BAG OF DOG FOOD - BRUSH - FOOD DISH - WATER BOTTLE - PUPPY PADS (14 PACK/XL) - LEASH - COLLAR - BED - SPAY/NEUTER - SAMPLE OF DINOVITE

*STANDARD COLOR PUPPY: GOLDS, BLACKS, REDS, SILVERS & BRINDLES

** DILUTE COLOR PUPPY: LIVERS & BLUES

A LA CARTE

___ 1 SET OF SHOTS	\$15.00	___ DOG FOOD: 1 DAY	\$5.00	___ WATER BOTTLE	\$10.00
___ MICROCHIP	\$45.00	___ DOG FOOD: 5 DAYS	\$10.00	___ PUPPY PADS (14 PACK/XL)	\$22.00
___ TOY	\$5.00	___ DOG FOOD: 6LB BAG	\$15.00	___ LEASH	\$18.00
___ PUPPY TREATS	\$10.00	___ BRUSH	\$8.00	___ COLLAR	\$10.00
___ PUPPY SHAMPOO	\$10.00	___ FOOD DISH	\$5.00	___ BED	\$30.00

BREEDING RIGHTS FEE: \$

REPEAT CUSTOMER DISCOUNT: \$

OLDER PUPPY DISCOUNT: \$

TOTAL PRICE: \$

DEPOSIT GUARANTEE

1. BUYER AGREES TO PLACE A NON-REFUNDABLE DEPOSIT IN THE AMOUNT OF \$300.00 TO THE SELLER TO RESERVE THE SHIH TZU PUPPY MENTIONED ABOVE.
2. SHOULD THE BUYER CHANGE HIS/HER MIND ABOUT THE SHIH TZU PUPPY THEY WISH TO RESERVE BEFORE THE PUPPY REACHES 6 WEEKS OF AGE ON 12/06/2015, THE DEPOSIT CAN BE REDIRECTED TOWARD THE NEW DESIRED SHIH TZU PUPPY AS LONG AS THE NEW SHIH TZU PUPPY HAS NOT ALREADY BEEN RESERVED BY ANOTHER BUYER. IF A NEW SHIH TZU PUPPY IS SELECTED AFTER 12/06/2015, A NEW DEPOSIT MUST BE PAID AND THE ORIGINAL DEPOSIT IS NON-REFUNDABLE AND WILL NOT BE CREDITED TO THE SALE OF THE NEW SHIH TZU PUPPY.
3. BUYER AGREES THAT IN THE EVENT THE RESERVED SHIH TZU PUPPY FACES AN ILLNESS OR INJURY, THE SELLER HAS THE RIGHT TO WITHHOLD THE SHIH TZU PUPPY PAST THE EARLIEST GUARANTEED SELL DATE OF 01/23/2016 UNTIL THE SELLER BELIEVES THE SHIH TZU PUPPY HAS MADE A FULL AND HEALTHY RECOVERY.
4. BUYER AGREES THAT IN THE EVENT OF A DEATH OF THE RESERVED SHIH TZU PUPPY BEFORE THE EARLIEST GUARANTEED SELL DATE OF 01/23/2016, SELLER WILL REDIRECT THE DEPOSIT TO ANOTHER AVAILABLE PUPPY FROM THE SAME LITTER, REDIRECT THE DEPOSIT TO A PUPPY FROM A FUTURE LITTER FROM THE SELLER (IF A FUTURE LITTER IS PLANNED), OR GIVE A FULL REFUND BACK TO THE BUYER.
5. BUYER UNDERSTANDS THAT THE \$300.00 DEPOSIT IS FOR THE RESERVATION OF THE SHIH TZU PUPPY MENTIONED ABOVE AND DOES NOT CONSTITUTE A SALE. BUYER MUST PAY THE REMAINING BALANCE OF \$ 350.00 BY THE TIME THE RESERVED SHIH TZU PUPPY REACHES 10 WEEKS OLD ON 01/03/2016 AND TAKE POSSESSION OF THE RESERVED SHIH TZU PUPPY BETWEEN 01/23/2016 AND 02/13/2016 TO HAVE OFFICIAL OWNERSHIP OF THE SHIH TZU PUPPY.
6. SHOULD THE BUYER FAIL TO RETURN AFTER 02/13/2016, THIS CONTRACT WILL BE VOID AND BUYER WILL NOT RECEIVE A REFUND OF THE DEPOSIT, A REFUND OF THE REMAINING BALANCE, OR THEIR RESERVED SHIH TZU PUPPY.
7. BUYER UNDERSTANDS THAT ATTEMPTING TO NEGOTIATE THE PRICE OF THEIR RESERVED SHIH TZU PUPPY AFTER A DEPOSIT HAS BEEN PLACED AND THIS CONTRACT HAS BEEN SIGNED WILL RESULT IN AN IMMEDIATE TERMINATION OF SALE AND THEIR DEPOSIT WILL NOT BE RETURNED.

WARRANTIES

1. TO THE BEST OF THE SELLER'S KNOWLEDGE, THIS DOG IS IN GOOD SOUND HEALTH AND FREE OF CONTAGIOUS AND INFECTIOUS DISEASES AT THE TIME OF TRANSFER. IF BUYER BELIEVES THIS DOG TO BE SICK, BUYER SHOULD IMMEDIATELY TAKE THE PUPPY TO A VETERINARIAN OF THEIR CHOICE AT THEIR EXPENSE. SELLER IS NOT RESPONSIBLE FOR ANY DISEASES THE DOG WOULD COME INTO CONTACT WITH ONCE IT HAS LEFT THE SELLER'S PREMISES.
2. AT THE TIME OF TRANSFER, THIS DOG IS UP TO DATE ON ALL VACCINATIONS AND DE WORMING PER AGE OF THE DOG. WARRANTY DOES NOT COVER DISEASES FOR WHICH VACCINATIONS COULD PREVENT. NOR DOES WARRANTY COVER CONDITIONS SUCH AS HYPOGLYCEMIA, (LOW BLOOD SUGAR).
3. AT THE REQUIREMENT OF THE SELLER, THE BUYER MUST TAKE THE DOG TO A LICENSED VETERINARIAN FOR A THOROUGH EXAM, THE NECESSARY SHOTS, AND MEDICATION ACCORDING TO THE VACCINATION SCHEDULE PROVIDED IN THE DOG'S PUPPY FOLDER. BUYER ASSUMES ALL RESPONSIBILITIES FOR THE DOG AND THE SELLER WILL NOT COMPENSATE ANY VETERINARIAN EXPENSES.
4. PROVIDED THAT THE DOG IS RETURNED TO THE SELLER WITHIN ONE (1) YEAR OF THE TRANSFER DATE, AND THE BUYER FURNISHES A SIGNED AND NOTARIZED STATEMENT FROM A LICENSED VETERINARIAN OF A MEDICAL CONDITION THAT WAS DUE TO THE PRENATAL STATE OR IS GENETIC IN NATURE THAT CAUSES THE DOG TO EXPIRE, THE DOG WILL BE REPLACED WITH A NEW ONE FROM A FUTURE LITTER (IF A FUTURE LITTER IS PLANNED) WITH THE SAME CARE PACKAGE THAT WAS PURCHASED WITH THE FIRST DOG. IF THE BUYER WISHES FOR THE NEW DOG TO COME WITH A CARE PACKAGE OF GREATER VALUE THAN THE ONE ALREADY PURCHASED, BUYER MUST PAY THE DIFFERENCE BETWEEN THE TWO CARE PACKAGES. IF THE BUYER WISHES FOR THE NEW DOG TO COME WITH A CARE PACKAGE OF LESSER VALUE THAN THE ONE ALREADY PURCHASED, THE SELLER WILL NOT RETURN THE DIFFERENCE TO THE BUYER AS ALL SALES ON ACCESSORY ITEMS INCLUDED IN THE GREATER CARE PACKAGE ARE FINAL. ALL SALES ARE FINAL ON ACCESSORY ITEMS LISTED IN THE "A LA CARTE" CHART ABOVE.
5. THE ONE (1) YEAR GUARANTEE DOES NOT COVER THE FOLLOWING CONDITIONS, AS THEY ARE COSMETIC AND NOT LIFE THREATENING.
 - UMBILICAL HERNIAS (CAN BE REPAIRED DURING SPAY/NEUTER SURGERY)
 - PINCHED NOSTRILS (TYPICALLY CAUSED BY TEETHING)
 - OPEN FONTANELS (A MEMBRANE-COVERED OPENING IN BONE OR BETWEEN BONES)
 - CHERRY EYE
 - MISALIGNED TEETH
6. THE ONE (1) YEAR GUARANTEE IS NULL AND VOID IF THE DOG HAS NOT BEEN KEPT UP TO DATE ON VACCINATIONS, WORMING, AND HEARTWORM MEDICATIONS OR HAS BEEN FOUND TO HAVE BEEN ABUSED OR NEGLECTED.
7. SELLER ASSUMES NO RESPONSIBILITY FOR LANDLORD DISAPPROVAL, ALLERGIES, OR ANY OTHER UNDESIRABLE CIRCUMSTANCE ONCE THE DOG LEAVES THE SELLER'S PREMISES.
8. SELLER GUARANTEES THAT THE DOG HAS BEEN SPAYED OR NEUTERED AT THE APPROPRIATE AGE OR WEIGHT REQUIREMENT BEFORE BEING RELEASED TO THE BUYER AND WILL PROVIDE ALL NECESSARY RECORDS OF THE PROCEDURE.
9. SELLER WARRANTS THAT THE DOG IS A PUREBRED AND THAT THE PEDIGREE IS CORRECT. COPIES OF THE DAM AND SIRE'S PEDIGREES WILL BE PROVIDED ELECTRONICALLY (IF REQUESTED), AND THE DOG'S

REGISTRATION PAPERS WILL BE PROVIDED TO THE BUYER AT THE TIME OF TRANSFER. THE DOG MAY BE REGISTERED BY THE BUYER AND A PEDIGREE MAY BE PURCHASED AT THE TIME OF REGISTRATION BY THE BUYER.

10. 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. ALL ESTIMATED WEIGHTS AND COLORS ARE JUST THAT: *ESTIMATIONS*.

TREATMENT OF THE DOG

1. REGARDLESS OF ANY PROVISIONS IN THIS CONTRACT, 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.

2. THIS DOG IS TO RECEIVE ROUTINE GROOMING. THE BUYER UNDERSTANDS THAT IN BETWEEN GROOMING SERVICES, THEIR RESPONSIBILITY TO THE DOG IS TO PROVIDE DAILY BRUSHING AND BI-WEEKLY BATHING.

3. THIS DOG IS NEVER TO RUN OFF-LEAD EXCEPT IN A SAFELY ENCLOSED AREA.

4. 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.

5. 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. 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.

7. WHEN OWNERSHIP IS TRANSFERRED, THE PURCHASE PRICE IS FORFEITED AND THE DOG'S REGISTRATION CERTIFICATE IS SIGNED OVER TO THE NEW OWNER OF THE DOG. ANY OTHER TRANSFER OF THIS DOG WITHOUT WRITTEN PERMISSION OF THE SELLER SHALL MAKE THE BUYER LIABLE FOR ANY AMOUNT IN DAMAGES, PAYABLE UPON DEMAND TO THE SELLER.

CONFLICT RESOLUTION

1. **MEDIATION.** BUYER AND SELLER AGREE TO MEDIATE ANY DISPUTE OR CLAIM ARISING BETWEEN THEM OUT OF THIS CONTRACT, OR ANY RESULTING TRANSACTION, BEFORE RESORTING TO ARBITRATION OR COURT ACTION. MEDIATION FEES, IF ANY, SHALL BE DIVIDED EQUALLY AMONG THE PARTIES INVOLVED. IF, FOR ANY DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES, ANY PARTY COMMENCES AN ACTION WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION OR REFUSES TO MEDIATE AFTER A REQUEST HAS BEEN MADE, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ACTION. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IN PARAGRAPH 2 IS INITIALED.
2. **ARBITRATION.** IF INITIALED BELOW, BUYER AND SELLER AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS CONTRACT, WHICH IS NOT SETTLED THROUGH MEDIATION, SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION. THE ARBITRATOR SHALL BE A RETIRED CIVIL JUDGE OR JUSTICE, OR AN ATTORNEY, UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT ARBITRATOR, WHO SHALL RENDER AND AWARD IN ACCORDANCE WITH THE LAWS OF THE STATE STATED IN SECTION 3 OF GENERAL CONTRACT TERMS. JUDGMENT UPON THE AWARD OF THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION, AND THE PARTIES SHALL HAVE THE RIGHT TO DISCOVERY IN ACCORDANCE WITH THE STATE'S CIVIL CODE.
3. WITH THE EXCEPTION STATED IN PARAGRAPH 1, IN 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.

GENERAL CONTRACT TERMS

1. 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.
2. 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).
3. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA AND WITHOUT REFERENCE TO ANY RULES OF CONSTRUCTION REGARDING THE PARTY RESPONSIBLE FOR DRAFTING THIS CONTRACT.
4. THE DOG SHALL RESIDE AT THE ADDRESS STATED ON THE COVER PAGE OF THIS CONTRACT. ANY CHANGES TO THE BUYER'S OR SELLER'S ADDRESS MUST BE RELAYED TO THE OTHER PARTY WITHIN FOURTEEN (14) DAYS OF THE CHANGE.
5. THE SINGULAR FORM OF BUYER AND SELLER INCLUDES THE PLURAL.
6. IN THE EVENT THE LAWS OF THE STATE NOTED IN SECTION 3 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.

7. 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.

8. 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: _____

SELLER: *Tonya Williams*

DATE: _____