

Contract of Sale

Buyer: _____

Phone: _____

E-mail: _____

Address: _____

City: _____

State: _____ Zip: _____

Breed: _____

ID: _____

Date of Birth: _____

Color/Markings: _____

Registry: _____

Registered: _____

Sire: _____

AKC #: _____

CKC #: _____

AKC DNA #: _____

Dam: _____

AKC #: _____

CKC #: _____

<input type="checkbox"/> Care Package A: \$597.00*/\$672.00**	<input type="checkbox"/> Care Package B: \$628.00*/\$703.00**	<input type="checkbox"/> Care Package C: \$664.00*/\$739.00**
<ul style="list-style-type: none"> - Puppy - Dew Claws Removed - Two Sets of Shots - Photo Book - Toy - 4oz Bottle of Guru Shampoo - 1 Day of Dog Food 	<ul style="list-style-type: none"> - Puppy - Dew Claws Removed - Two Sets of Shots - Photo Book - Toy - 4oz Bottle of Guru Shampoo - 5 Days of Dog Food - Brush - Food Dish - Water Bottle - Puppy Pads (14 pack/XL) 	<ul style="list-style-type: none"> - Puppy - Dew Claws Removed - Two Sets of Shots - Photo Book - Toy - 8oz Bottle of Guru Shampoo - 6 lb Bag of Dog Food - Brush - Food Dish - Water Bottle - Puppy Pads (12 pack/XL) - Leash - Collar - Bed

*Standard Color Puppy: Golds, Blacks, Reds, Silvers & Brindles

** Dilute Color Puppy: Livers & Blues

A la Carte

___ 1 Set of Shots	\$15.00	___ One Day of Dog Food	\$5.00	___ Water Bottle	\$10.00
___ Photo Book	\$30.00	___ Five Days of Dog Food	\$10.00	___ Puppy Pads (14 pack/XL)	\$22.00
___ Toy	\$5.00	___ 6lb Bag of Dog Food	\$15.00	___ Leash	\$18.00
___ Guru Shampoo 4oz	\$7.50	___ Brush	\$8.00	___ Collar	\$10.00
___ Guru Shampoo 8oz	\$15.00	___ Food Dish	\$5.00	___ Bed	\$30.00

Breeding Rights Fee: \$

Repeat Customer Discount: \$

Total Price: \$

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 sale. 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 sale, 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 "photo book." 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 sale 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 warrants that the Dog is a purebred and that the pedigree is correct. Copies of the Dam and Sire's pedigrees and the Dog's registration papers will be provided to the Buyer at the time of sale. The Dog may be registered by the Buyer and a pedigree may be purchased at the time of registration by the Buyer.
9. Buyer agrees that the Dog will carry the Shih Tzu Guru kennel name by placing "Guru" or "Guru's" at the beginning of the Dog's registered name.
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.***

11. The Buyer understands that the Seller has limited information and control regarding the Dog's ability to breed. The Seller does not guarantee the future health, temperament, habits, and appearance of any litter produced by this Dog. The Seller will not be accountable for any defects, genetic or cosmetic, that may appear in any litter produced by this Dog. If your Dog is male and is injured or expires during the mating process, the Seller will not be responsible for any veterinary expenses and will not replace your Dog. If your Dog is female and is injured or expires during the mating or whelping process, the Seller will not be responsible for any veterinary expenses and will not replace your Dog.

12. The Buyer understands that if they decide to spay/neuter the Dog before it has had a chance to mate, the breeding rights fee stands and is nonrefundable.

13. The Buyer understands that if they decide to neuter the Dog after he has performed a stud service, the breeding rights fee stands and is nonrefundable.

14. The Buyer understands that if they decide to spay the Dog after she has been bred, the breeding rights fee stands and is nonrefundable, regardless if she whelps a litter or not.

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 routine 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.

Seller's initials ____/____

Buyer's initials ____/____

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 (1): _____

Date: _____

Buyer (2): _____

Date: _____

Seller: _____

(Tonya Walker)

Date: _____

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