

Revised June 25, 2020

This agreement is made and entered on _____ (Date) by and between **Chrystal Rackley** (Seller), and _____ (Buyer), for the purpose of setting forth the terms and conditions of purchase by the Buyer of a purebred **Jack Russell Terrier AKA Russell Terrier** from the litter whelped on _____ out of _____ & _____

Seller warrants that the above described puppy/dog is a purebred **Jack Russell Terrier** registered with **United Kennel Club aka UKC & American Kennel Club aka AKC**.

Payment Terms

ALL PAYMENTS ARE TO BE CASH OR MONEY ORDER, NO CHECKS WILL BE ACCEPTED

The seller agrees to sell and the buyer agrees to purchase a female _____, male ____ companion puppy from the litter described above subject to the following terms.

Ownership of the puppy/dog will be transferred to the buyer for the sale price of \$_____ (Total) to be paid as follows: **\$500 Non-refundable** Deposit on execution of the agreement with the balance of \$_____ (Less Deposit) to be paid on or before the puppy/dog leaves the sellers premises.

- a) Deposit guarantees your pick of puppy which will be held until 12weeks of age. (Unless other arrangements have been made). After 12 week the puppy/dog will belong to CLT Russells and will be offered for adoption, No refund will be given.
- b) Deposit is only refunded in the event of the puppy/dog's death or illness before the puppy/dog leave sellers' premises. Deposit can be transferred for another puppy or litter at a later date.

General Terms

The Seller has determined that the puppy/dog is of "Show/Breeding/Performance quality" and is suitable for breeding. In such case, Seller shall provide Buyer with Full Registration Certificate.

Puppy/dog will carry the "Chrystals Little Treasures" kennel name, "CLT" (Beginning of registered name) "CLT Lil Ray of Sunshine" (Example)

Choose Your Puppy's Registered Name: "CLT _____"

Buyer agrees that he/she is not acting as an agent in the purchase or this puppy/dog and that Buyer will not sell this puppy/dog to any agent, pet store or guard dog business.

Buyer agrees that if it becomes necessary to sell or otherwise dispose of this puppy/dog, Buyer will notify the Seller before taking such action so that seller may reclaim possession and ownership of the dog. Seller will attempt to find a good and loving home for the dog. In such a case, the buyer named above shall not receive any additional compensation for the resale of the dog. Dog shall be returned at Buyers expense.

Buyer agrees that the puppy will reside at the home of the Buyer, have access to a fenced yard, not be chained or tethered, and will be provided with proper housing, a good quality diet, annual shots and exercise. Buyer also agrees that this puppy/dog will not be used as a guard dog for any business.

Buyer agrees that, at least, one basic obedience training course will be completed with the puppy/dog. Buyer understands that it is their moral and financial duty to maintain and care for this dog for the rest of its life.

The buyer agrees to maintain the dog's health in good condition, and provide yearly examinations, vaccines, parasite treatments, and any other usual procedures necessary to assure good health. Dog must visit a licensed vet for a rabies vaccination. Buyer may choose to give their own routine shots, worming, and flea/tick treatments.

Buyer agrees not to take seller to court for any reason and will resolve any issue that arises outside of court.

There is no guarantee on the temperament of this puppy, as there are many factors in life that will affect him/her, such as methods of training, amount of time spent with the puppy, socialization of the puppy, etc..

Buyer is to notify Seller of any and all Change of Address and/or phone number.

Breeding Quality Terms

If Male Puppy:

Seller does retain the exclusive lifetime breeding rights to puppy/dog. Seller shall have the right to breed puppy/dog at any time to any female with the understanding that no stud fee or other consideration will be paid to the Buyer by the Seller. Buyer agrees to sign all papers as required by the American Kennel Club (AKC) to register the litters of pups produced.

If Seller wishing to Collect Semen from puppy/dog, Buyer will comply and Seller shall cover all vet/repo expenses.

Neither Seller nor Buyer supports any cross breeding between two breeds, whether purposefully or accidentally bred.

Buyer is recommended to Health Test this puppy/dog at buyers' expense before a litter is produced.

- a) This Puppy is PLL and SCA Clear By Parentage
- b) BAER Hearing test is Highly Recommended and Filed with OFA, Orthopedic Foundation for Animals
- c) Patella Examination is Highly Recommended and Filed with OFA, Orthopedic Foundation for Animals

If Female Puppy:

Buyer may use any male for future breeding owned/co-owned by Seller in exchange for 1st pick puppy at the age of 8 weeks old. Seller will choose any puppy of the litter before buyer or their buyers. Litter is to be leased as a co-own litter by both the seller and buyer.

Health Guarantee

Seller warrants that the above-described puppy/dog is in good health at the time Buyer assumes ownership.

Buyer agrees to have the puppy examined by a licensed Veterinarian with 72 hours of receipt of puppy/dog. If buyer chooses not to take dog/puppy to a licensed veterinarian within 72 hours of acceptance, all guarantees are null and void. After 72 hours the only warranty the dog is covered is the congenital defect.

Seller does not assume any liability for any injury or sickness contracted after the 72 hours of receipt/delivery/pickup of dog (this includes parasites, protozoan, and parvovirus infections). Buyer is advised to send seller a copy of the vet finding from this initial exam.

If, as a result of the examination, the Veterinarian determines that the puppy/dog is not in good health then the Buyer shall elect to keep the puppy/dog or return the puppy/dog to the Seller for a refund.

- a) **Return Puppy**: If the buyer elects to return the puppy, Buyer shall, within 10 days after the date of receiving the puppy, send to Seller by certified mail a written Veterinarian's certificate stating that the puppy was in ill health when examined. Upon receipt by Seller of said certificate, Buyer shall be obligated to return the puppy/dog to Sellers at Buyers expense. All action taken to return the puppy/dog shall be done with the best interest of the puppy/dog in mind includes temperature at time of shipment, non-stop flights, etc. Buyer shall be solely responsible for all cost and related expenses of returning puppy to Seller.
 - i) **Refund**: Upon receipt of the puppy/dog, the Seller shall be obligated to refund less the \$250 nonrefundable deposit received from Buyer toward the purchase price of the puppy/dog, and further performance under this contract shall be null and void.
 - ii) **Puppy Exchange**: Buyer may select to exchange the puppy for another from current or future litter.
- b) **Keep Puppy**: Should buyer decide to keep puppy/dog he forfeits all claims and shall be solely responsible for any and all future Veterinarian bills for puppy/dog. No refund will be given.

We offer a **one year** replacement guarantee against life-threatening genetic defects which result (or may result) in death or in its having to be humanly euthanized.

Buyer understands that taking the puppy/dog out into public places before receiving the full series of vaccinations (usually finished by 16 weeks old), will put it at risk of contracting contagious diseases.

Seller is not responsible for any illness or death that results from the dog being exposed to disease by the buyer.

Seller makes no guarantee regarding loss of the dog because of accidental death, theft, sickness, etc or any other loss beyond the seller's control.

This guarantee does not cover, what's considered normal or beyond our control: skin allergies, giardia, coccidia, parvo, worms, parasites, viral / bacterial infection, corona, distemper, heartworms or any nutrition related diseases.

Buyer understands the need for caution and action on their part to protect puppy/dog from virus' parasites, protozoa's, and other diseases. The buyer agrees to provide the puppy the proper vaccinations and to refrain from exposing the puppy to parks, pet supply stores, groomers, other dogs, walks down the street, beach etc. until the puppy is 16/18 weeks of age or when the vet says the puppy has completed the puppy vaccinations.

Once puppy/dog leaves us, we are not responsible for worms, parasites, protozoa's, and the deadly Parvo Virus. This puppy/dog will have preventative care against these health issues before they leave. There is no guarantee that this puppy/dog is 100% protected and that they can still get these.

Should Buyer choose to break any of the above portions of this agreement, the remainder of the agreement will be considered null and void, and breeder will have the right to repossess puppy. Giving permission for breeder or their representatives to come onto buyers' property and take back the puppy/dog. No refund will be given.

This Agreement is made and signed by both parties to insure the well being and protection of this puppy/dog. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement.

**Seller offers open doors and will take dog with NO questions asked at anytime.
Buyer is responsible for expenses for the return of dog.**

**ALL PAYMENTS ARE TO BE CASH OR MONEY ORDER
NO CHECKS WILL BE ACCEPTED**

Payable to "Chrystal Rackley"

Seller

By: _____ Date: _____
Name: Chrystal Rackley
Address: _____
Phone: (760) 578-9921 Email: CLTRussells@gmail.com
Website: www.CLTRussells.com

Buyer

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

SIGN: _____ Date: _____

Co - Buyer

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

SIGN: _____ Date: _____

Shaded Area to be completed by Chrystal Rackley of Chrystals Little Treasures

Deposit Received on ___/___/___ for \$ _____ By _____ # _____
Payment Received on ___/___/___ for \$ _____ By _____ # _____
Payment Received on ___/___/___ for \$ _____ By _____ # _____
Payment In Full on ___/___/___
Pick Up / Drop off on ___/___/___