

Revised April 4, 2024

This agreement is made and entered on _____ (Date) by and between **Chrystal Rackley** (Breeder), 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 _____ & _____

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

Payment Terms

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

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

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** Holding Fee on execution of the agreement with the balance of \$ _____ (Less Holding Fee) to be paid on or before the puppy/dog leaves the Breeders premises.

- a) Holding Fee guarantees your pick of puppy/dog 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) Holding Fee is only refunded in the event of the puppy/dog's death or illness before the puppy/dog leave Breeders premises. Holding Fee can be transferred for another puppy/dog or litter at a later date.

General Terms

The Breeder has determined that the puppy/dog is of "pet companion quality" and is **NOT** suitable for breeding. In such case, Breeder shall provide Buyer with AKC Limited Registration Certificate *(No puppies produced will be eligible for registration)*.

The Breeder does not guarantee, train, or sell Service, Emotional Support, or Assistance animals nor that they can or will be able to pass training to become certified in this field as there are many factors in life that will affect him/her, such as general human behavior, methods of training, amount of time spent with the puppy/dog, socialization of the puppy/dog, etc..

What is a Companion Dog? A companion dog is a dog that does not work, providing only companionship as a pet, rather than usefulness by doing specific tasks. A Companion dog is not an assistance dog or an Emotional Support Animal which is also known as a service dog in the United States.

What is a Service Dog? A Service dog is a dog task-trained to aid or assist to help mitigate the handler's disability. Many service dogs are trained by an assistance dog organization, or by their handler, but often with the help of a professional trainer.

Buyer is required to Spay/Neuter this puppy/dog at buyers' expense.

- a) Breeder agrees to refund to buyer the sum of **\$50.00** upon receipt of spay/neuter certificate from a licensed Veterinarian before the puppy/dog reaches the age of one year old.
- b) Veterinarian maybe contacted for verification.
- c) UKC Registration Papers *(if applicable)* will be held until Prof of spay/neuter has been provided.

Puppy/dog will carry the "Chrystals Little Treasures" kennel name, by having "CLT" at the 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 of this puppy/dog and that Buyer will not sell this puppy/dog to any agent, pet store or guard dog business.

Health and Care Policy

Buyer agrees that the puppy/dog 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 a well maintained grooming to ensure puppy/dog has good healthy skin and coat, 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, heartworm prevention (*if needed*) and flea/tick treatments.

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

Health Guarantee

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

This guarantee does not cover, what we consider normal or beyond our control: food or skin allergies, giardia, coccidia, parvo, worms, parasites, viral or bacterial infection, corona, distemper, valley fever, heartworms or any nutrition related diseases.

Initial 72 Hour Examination

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 congenital defect.

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

If, as a result of the initial 72 Hour 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 Breeder 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 Breeder by certified mail a written Veterinarian's certificate stating that the puppy was in ill health when examined. Upon receipt by Breeder of said certificate, Buyer shall be obligated to return the puppy/dog to Breeder at Buyer's 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 Breeder.
 - i) **Refund:** Upon receipt of the puppy/dog, the Breeder shall be obligated to refund less the \$500 nonrefundable Holding Fee 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/dog for another from current or future litter.

- b) **Keep Puppy:** Should buyer decide to keep puppy/dog he/she forfeits all claims and shall be solely responsible for any and all future Veterinarian bills for puppy/dog. No refund will be given.

One year replacement guarantee

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. In the event of the puppy/dog's death or humanly euthanized, buyer is required to provide a full necropsy report from a licensed Veterinarian of all findings.

Exposure to contagious diseases, viruses, parasites, & protozoa

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.

Breeder is not responsible for any illness or death that results from the puppy/dog being exposed to disease or negligence by the buyer. Breeder makes no guarantee regarding loss of the puppy/dog due to accidental death, theft, sickness, negligence, etc or any other loss beyond the Breeders control.

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/dog the proper vaccinations and to refrain from exposing the puppy/dog to parks, pet supply stores, groomers, other dogs, walks down the street, beach etc. until the puppy/dog 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 Parvovirus. 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.

Return Policy

Buyer agrees puppy/dog will never be surrendered to a pound or rescue and if puppy/dog finds itself lost at a pound or shelter, breeder has the right to claim puppy/dog and buyer forfeits their legal ownership and rights to the puppy/dog. Buyer agrees to contact breeder if their circumstances change and that they can no longer keep or take care of their puppy/dog, no matter what age he/she may be and shall be returned to Breeder at Buyers expense. If the animal is sold, given away, etc. without breeder's approval, the buyer will be responsible for any costs incurred in the recovery of puppy/dog, and be charged a penalty fee of \$1000.00 on top of said costs. Should the court system be involved, the buyer will be responsible for court costs as well.

Breeder will attempt to find a good and loving home for the puppy/dog. In such a case, the buyer named above shall not receive any additional compensation for the resale/rehoming of the dog.

This contract is legal and binding to all parties involved. It applies ONLY to the buyer and Breeder in this original transaction and is NOT transferable to other parties unless otherwise discussed with the breeder and put in writing.

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/dog. Giving permission for breeder or their representatives to come onto buyers' property and take back the puppy/dog. No refund will be given.

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

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 Breeder is released from any obligations under this Agreement.

**Breeder 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, ZELLE, OR MONEY ORDER
NO CHECKS WILL BE ACCEPTED
Payable to "Chrystal Rackley"**

Breeder

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

Buyer

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

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

SIGN: _____ Date: _____

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

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