Victorian Farms

**Sale Contract & Spay/Neuter Agreement**

## Puppy's Application Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.O.B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Puppy's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire x Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permanent ownership of this puppy is contingent upon your compliance with this agreement. Proof of the spay/neuter surgery must be recieved by the purchaser (Victorian Farms) within fourteen (14) days after surgery.

In the event that the dog's health does not allow this agreement to be honored, Victorian Farms must be provided with a statement from your veterinarian that this puppy is not yet in physical or emotional condition for surgery. Based on the veterinarian's evaluation of this puppy, the buyer (You), will contact the veterinarian and establish the earliest date that the procedure can be performed. The Buyer will notify the Breeder (Victorian Farms) of this amendment in writing, at which time all other conditions of this agreement will apply and be enforced.

It is the responsibility of the Buyer, not the veterinarian, to ensure that Victorian Farms has recieved verification that the surgery has been performed. Failure to comply with this agreement by the date below, unless otherwise agreed to in writing, will be considered a breach of the contract, and Buyer will pay to transport this dog back to Victorian Farms and will not be entitled to a refund. Buyer must send veterinarian's proof of spay/neuter or invoice bill with the veterinarian's state license number and his/her signature for verification to Victorian Farms as soon as the surgery has been completed and must be before the date listed below.

By my signature below, I agree to have this puppy spayed/neutered by no later than 6 months, or 24 weeks on \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_. I understand that this spay/neuter agreement is an agreemeent that this puppy will not produce a litter of puppies either as purposely bred or by accidental breeding. Accidental breeding is considered neglect and the puppy/dog will be returned to the breeder and all puppies born from any breeding, accidental or otherwise, will become the property of Victorian Farms. You also agree that should puppy not be spayed/neutered that you will return said puppy back to Victorian Farms with no refund for purchase price, or that Victorian Farms has the right to seize said puppy back from the buyer. Registration papers for said puppy will be held until proof of spay/neuter is recieved. \*Buyer's Initials: \_\_\_\_\_\_\_\_\_\_ Seller's Initials: \_\_\_\_\_\_\_\_\_\_

Failure to provide to the breeder the proof of spay/neuter of this puppy by 7 months of age, on \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_, you are also showing agreement to, that the puppy not be spayed/neutered that you, the buyer, will return said puppy back to Victorian Farms and the purchaser will deliver or pay to deliver the puppy and return it in good health to the breeder and surrender puppy to the breeder without financial restitution or compensation of any kind. If not spayed/neutered, before the date above, then the additional penalty due, to breeder, is $2,000.00 additonal to the pet price, price of transporting the puppy back to the breeder, court costs, and reasonable attorney's fees, from the buyer. \*Buyer's Initials: \_\_\_\_\_\_\_\_\_\_ Seller's Initials: \_\_\_\_\_\_\_\_\_\_

Health Guarentee

A. To the best of seller's knowledge, said puppy/dog is in healthy and sound condition at the time of sale. Buyer has a 72 hour from the time of delivery/pickup health guarentee. \*Buyer's Initials: \_\_\_\_\_\_\_\_\_\_ Seller's Initials: \_\_\_\_\_\_\_\_\_\_

Buyer is required to give, or have a licensed veterinarian, administer the remaining puppy vaccines to said puppy, parvo and distemper vaccines must be given, following first vaccines given by breeder. If buyer fails to continue vaccines as stated above, the parties agree that any guarantee will be considered null and void. Keep shot records from your vet, or reciepts from purchase of shots.

B. All puppies/dogs are sold as Pet Quality only, this does not mean they are, or are not show/breed quality, and will be spayed/neutered.

C. Health guarentee does not cover any parasite, internal or external as this is a treatable condition.

D. Only untreatable, genetic diseases or defects will be considered. Each case is dealt with individually.

E. Any money placed on a puppy is non-refundable and non-transferable for any reason, unless otherwise stated, in this contract.

\*Buyer's Initials: \_\_\_\_\_\_\_\_\_\_ Seller's Initials: \_\_\_\_\_\_\_\_\_\_

Unfortunately we must include the following:

In the case of the puppy's demise on or before the above listed date, a written statement from your veterinarian must be sent to Victorian Farms, stating that the puppy has indeed passed away, and the cause of death. This is an unfortunate step but necessary. Also, in a perfect world we would like to have each puppy we place to stay in their origional purchasing home. Things do happen, should you be unable to fulfill this contract by the above agreed date, you agree to contact Victorian Farms, in writing and let us know Before the puppy has been placed into a new home. We require a right of first return or reclamation, that the puppy be returned to us if you cannot keep him/her before the above dates listed. You are not free to give the puppy away to another family member or anyone without recieving permission from us first.

This contract is still your responsibility to enforce in the puppy's new home. Should we not recieve conformation of the puppy's spay/neuter by the above listed date, as the origional purchaser, You will then be liable for the fines for breaching the contract. \*Buyer's Initials: \_\_\_\_\_\_\_\_\_\_ Seller's Initials: \_\_\_\_\_\_\_\_\_\_

Refunds/Returns:

If for any reason, the buyer is no longer able to care for the puppy; after he/she has been spayed/neutered, we will be glad to take it back (if we have room) at no charge. There will be no refund. Victorian Farms always gets first right of buy back before puppy is 6 months old. We would also like to be notified after 6 months if you're rehoming the dog.

Deworming/Shots:

All of our dogs and puppies are treated regularly for fleas and worms, however puppies need to continue treatment in order to prevent them from recuring. Once a puppy leaves Victorian Farms, we are no longer responsible for these puppies. Each puppy is given age appropriate vaccines and wormer before leaving seller. Should your puppy become ill after leaving Victorian Farms, and your veterinarian determines that the illness came from Victorian Farms, we require that you pay for our vet to take a second opinion before we take the puppy back. We will refund your money. We will not pay your vet bills. We require that your puppy is not exposed to other animals, other people, walked in parks, or rest areas until it has had all of its vaccines. Changing your puppy's food may cause your puppy to get upset stomach and loose stool. This can lead to dehydration and illness for your puppy. Please make sure to mix the new food with your puppy's regular food and ease it into the new, to lessen the chance of any of this. Your puppy has been eating Purina Pro Plan Puppy Dry.

This contract is under the jurisdiction of the state of Ohio. In the event of any dispute, the parties mutally agree that the dispute will be settled under the jurisdiction of Stark County, Ohio. All parties mutually agree that all resonable attorney's fees and court costs shall be paid by the buyer.

In the event that a court of law finds any part of this agreement unenforceable, all remaining provisions not deemed unenforceable will be enforced to the full extent of the law.

This agreement sets forth the entire agreement between parties. This agreement may not be changed, altered, or amended except in a writing signed by both parties. \*Buyer's Initials: \_\_\_\_\_\_\_\_\_\_ Seller's Initials: \_\_\_\_\_\_\_\_\_\_

I, the undersigned buyer have read, understand and agree with all the terms and conditions set forth in this sales contract and spay/neuter agreement.

Buyer's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

Buyer's Name: (Please Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_\_\_

Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: (Home/cell) \_(\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Work) \_(\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver's License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issuing State: \_\_\_\_\_\_\_\_\_\_

Seller's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hannah & David Cruise (Breeders/Owners)

Victorian Farms

East Canton, Ohio 44730

330-575-2521, 330-628-9188 Call/text

Email: Victorianfarmfainters@gmail.com