

**Maloney Family Dogs** 

SEAN & EMMA MALONEY 76 CHURCH STREET MATTAPOISETT, MA 02739

# **Puppy Sales Agreement and Contract**

Breed:
Date of Birth:
Sex:
Sire:
Dam:

The purchaser of this puppy (hereinafter referred to as "the buyer") and Maloney Family Dogs (hereinafter referred to as "the seller") make the following essential and critical agreements:

# Terms

Payment in full must be made prior to buyer taking possession of the puppy. Final payment must be in cash.

Initial: \_\_\_\_\_

## Health Guarantee

The seller certifies that upon delivery to buyer, the puppy has been examined by a veterinarian, and appears to be in good health, and has received age-appropriate immunizations and de-worming, as stated in the accompanying health records. This guarantee is only applicable to the original purchaser for three days.

## **Limited Warranty**

Buyer must take puppy to their veterinarian for a well health exam, at the buyer's expense, within 72 hours of purchase. Initial:

If, in the opinion of the buyer's veterinarian, there is a problem with the puppy at this time that is, or could be, life threatening (excluding common parasites or coccidia), the buyer will obtain, and furnish the seller with the original veterinarian's letter explaining the diagnosis, as well as the prognosis within seven days of purchase. The contract is null and void if a veterinarian has not been consulted within 72 hours of purchase or if the puppy is harmed due to mishandling. Initial:

If that is the case, the seller will give the buyer another puppy of equal value. If seller has no puppies available at the time, the seller will give the buyer another puppy as soon as one becomes available.

Initial: \_\_\_\_\_

The puppy that the buyer purchased must be returned to the seller immediately, or an autopsy report stating the cause of death to be the fault of the seller. The seller reserves the right to have the puppy re-examined by their veterinarian at their cost to verify the diagnosis before replacing the puppy. Any condition that is minor, correctable, or a breed related minor condition is not covered, and no condition which could go away or is considered to be a condition which a puppy will likely grow out of is covered.

Initial: \_\_\_\_\_

## The Buyer's Responsibility

The buyer agrees that this puppy will be properly housed, fed, watered, and exercised and that appropriate veterinary attention will be provided for it whenever required. Initial: \_\_\_\_\_\_

The buyer acknowledges that the animal will not be permitted to roam at large or to cause a nuisance to neighbors or those carrying out official duties. When away from home, the buyer will ensure that the dog is kept leashed or under effective verbal control. Initial: \_\_\_\_\_

The buyer agrees to give the puppy proper physical and emotional care, to provide basic training, and to socialize the puppy. If at any time the puppy is found to be neglected, abused, or allowed to live in poor health or poor conditions, the seller has all rights to repossession of this puppy with no refund to the buyer. Initial:

The buyer agrees that if in the future, the terms of this agreement can no longer be met, the puppy/dog will be returned to Maloney Family Dogs with no refund. Any costs related to the surrender of your puppy/dog to Maloney Family Dogs due to your violation of this agreement

are your sole responsibility.

Initial: \_\_\_\_\_

The buyer confirms that no member of their family or member of their household has ever been charged with cruelty to animals.

Initial: \_\_\_\_\_

#### **Breeding Rights**

This puppy is sold as a pet and companion only. This puppy is not to be bred or used for breeding. Under no circumstances should any Maloney Family Dog be used for breeding without permission from Maloney Family Dogs. Initial:

#### **Spay and Neuter Requirements**

This puppy is to be altered (spayed or neutered) at the buyer's expense. The buyer agrees to have this puppy spayed or neutered by a licensed veterinarian between the ages of 9 months and 28 months old. All care should be taken to avoid accidental breeding until alteration can be performed.

Initial: \_\_\_\_\_

#### Vaccinations

Your puppy has been started on vaccinations. It is the buyer's responsibility to keep all vaccinations and preventative medicines up to date on their puppy. Initial: \_\_\_\_\_

#### **First Right to Refusal**

In the event the buyer is unable to keep this puppy for any reason, the buyer agrees to offer to the seller the first chance to take this puppy back. The buyer agrees that this puppy will not be transferred to a third party, without the express permission of Maloney Family Dogs in writing. We are here to help you if you need to find a new home for your puppy. Initial: \_\_\_\_\_\_

This contract is legally binding and may be enforced by legal means at the buyer's expense. The parties acknowledge that they have read, understood, and agree to the terms set out in this contract in full by signing below.

Buyer (Sign):		
		_ Date:
Address:		
Seller (Sign):		Date:
	76 Church Street Mattapoisett, MA 02739 MaloneyDogs@gmail.com	
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