

## Puppy Purchase Contract

This agreement is between  
Seller: Dachshunds Of Castleshield

Buyer: \_\_\_\_\_

It is agreed between Buyer and Seller as follows:

### DESCRIPTION OF DOG

Breed:	Dachshund
Sex:	M / F
D.O.B:	_____
Color:	_____
Microchip:	_____
Name:	_____

### SELLERS REPRESENTATIONS

The following representations and conditions apply to the sale of the aforementioned dog:

a) This dog is in good health and free of any communicable diseases upon release to the Buyer to the best of the Sellers knowledge. Seller is not responsible for any future health issues. Seller is also not responsible for behavior, temperament, lack of training or environment after pup leaves Dachshunds Of Castleshield. The Buyer agrees that it is the Buyer's responsibility to accept the dog as seen and as described. The Seller has provided and the Buyer has acknowledged a full disclosure of the health habits and temperament of the dog. Detailed health records will be supplied at the time of purchase.

Client initials: \_\_\_\_\_

b) It is agreed that this dog will be examined by Buyers own licensed veterinarian (on Buyer's expense), within fourth-eight (48) hours of delivery to the Buyer, otherwise contract is void. The Buyer should email or text proof of veterinarian examination report to Seller. Buyer's veterinarian determines that the dog is ill, the Buyer may return the dog to the Seller for a replacement dog at no cost for the Seller. If the dog is to be returned to the Seller, it will be done promptly and all documents returning ownership to the Seller will be provided. In additional, the veterinarian report from the exam will be supplied to the Seller as well at the Buyer's expense. Seller does not warranty any future health concerns. Any health issues on returned animals will be subject to verification by Sellers own vet. SELLER WILL NOT COVER MEDICAL BILLS OR ISSUE REFUNDS.

*Covid-19: We are taking Social Distancing very serious and expose our family members and puppies as little as possible to public places. That's why we will not get updated Sales Certificates, Hereford we give our Buyers 7 days (instead of 48 hours) to have the health certified by their own trusted veterinarian.*

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c) The Buyer may return the puppy to the Seller based on a medical issues with animal only. Seller reserves the right to have the diagnoses verified by another veterinarian of Sellers choice before exchanging the puppies. The Buyer agrees to pay all transportation costs to Dachshunds Of Castleshield. The puppy will get exchanged with a litter mate or a future born puppy. No refunds will be made at any time.

Client initials: \_\_\_\_\_

d) In the event of death, an autopsy must be performed (at Buyer's expense) by a licensed veterinarian to determine the cause of death. If death is found to be cause by a genetic defect a replacement puppy will be issued after autopsy report is sent to Seller stating the defect.

Client initials: \_\_\_\_\_

e) Seller will have a final conformation evaluation performed on the puppy at 8 weeks of age. Although the Seller will attempt to grade each puppy for its future potential, such grading must be considered an educated guess, at best. For this reason, the Seller cannot guarantee that the puppy selected for show/breeding quality, will mature to meet these expectations. Buyer inspected the puppy and agrees to be completely satisfied with, and waives any and all claims regarding the dog's conformation, and outward appearance. The puppy looks and acts healthy.

Client initials: \_\_\_\_\_

f) Buyer agrees the puppy is being purchased as a companion only and not for breeding purposes. If Seller agrees, Buyer has the opportunity to purchase the breeding rights for \$1,500, PRIOR breeding of the dog! A companion puppy, without breeding rights, must NOT be allowed to be breed or reproduce at any time. Violation of this restriction associated with this agreement will subject the Buyer to punitive damages of \$5,000 and requires the to return and sign over the dogs paperwork back to the Seller.

Client initials: \_\_\_\_\_

#### MANAGEMENT PRACTICES

Buyer is strongly encouraged to follow the management practice outlined below. Failure to do so, may void the guarantees by the Seller. These are minimum guidelines. Ask the Seller for more detailed instructions. The Buyer agrees to provide this dog for its full lifetime:

Proper care and protection from elements, adequate food and water, training, as well as protection from any neglect or mistreatment. Buyer further agrees to provide inoculation, vaccinations, worming and heart worm prevention and medical care. A pet health insurance is recommended. Furthermore, Buyer agrees to provide for this dog's safety by not allowing him/her to roam or run around free unsupervised. Buyer provides a fully fenced in yard or other humane means of exercise. Humane care and maintenance in accordance with all current and future state, county and municipal laws and ordinances where the Buyer resides. The dog shall not be kept chained or constantly outdoors. The Buyer agrees to provide his dog a collar and identification tag.

Seller asks that Buyer send an updated health report and picture to the Seller once yearly for the entire life span of the dog.

Clients initial: \_\_\_\_\_

#### CONSIDERATION

This dog, identified in Section1, is being sold for the sum of \$\_\_\_\_\_. A Non-refundable deposit of \$\_\_\_\_\_ was made by PayPal. The balance of \$\_\_\_\_\_ has to be paid by pickup.

Clients initial: \_\_\_\_\_

#### WE GUARANTEE

The Seller asserts that reasonable precautions have been taken to ensure the health of this puppy. Efforts have been made to screen breeding stock for hereditary affiliation common to the Dachshund breed, by having the parents recognized that the breeders have made a practical attempt to prevent common hereditary diseases on this puppy. It is recognized that environmental conditions and care be contributing factors in development of disease. No guarantees or warranties (express or implied) other than those expressly set forth in the agreement apply.

Lifetime Health Guarantee from the Show and Hobby Breeder Dachshunds Of Castleshield. The word lifetime refers to the period of 10 years from the puppy's birthday.

In the very unlikely death (never happened before) within one year from its birthday due to genetics, or if the puppy is found to have a life threatening congenital or hereditary disorders (within one year), Seller will replace the puppy with another Dachshund puppy of equal value at no addition cost. Seller reserves the right to have the diagnoses verified by another veterinarian of his choice, before placing another puppy into Buyer's home. Affected puppy/dog can either be returned (at buyers expense if shipping is needed) to the seller or kept by the buyer. BUT all the registration papers for the said puppy/dog must be returned! No exceptions!

In the event of the death of the puppy, due to life threatening congenial defects, after the first year of birth, Seller will issue a credit in the amount of 50% of the original cost towards the purchase of a replacement puppy of equal value. In either case, the buyer's licensed veterinarian must provide the seller with a written certificate stating the exact cause of death as verified by a necropsy/autopsy. If the death was caused by a genetic defect listed above and not neglect by the buyer, the Dachshund puppy will be replaced with one of equal value as soon as one is available. In the case of death, Buyer will also have to provide the microchip that was given by Dachshunds Of Castleshield . (This is to proof that it is the canine you bought from Dachshunds Of Castleshield). If these regulations as well as the ones below are not met the guarantee becomes null and void.

What is need, for the guarantee to be valid:

1. E-Mail or text a copy of the initial examination (medical record) within 2 business days ( 7 days during COVID-19 quarantine ) of receiving the puppy. The examination must be performed by a licensed veterinarian. The puppy will come with up-to-date, age-appropriate vaccinations. Buyer should not vaccinate, within the first five days of receiving your puppy.

2. While Seller deworms and vaccinate all his puppies until the time it goes home, Buyer will need to continue proper deworming and conducting regular exams at least up to 16 weeks of age or more and regular veterinarian checkups every 6 months for life.
3. If Buyer ever has to use this Guarantee, he will need to provide all paperwork from the initial sale given to him by Dachshunds Of Castleshield, registration papers (if applicable), all the vet records showing the continued health and maintenance of the canine from vet checks/visits every 6 months and produce their microchip.
4. If these regulations are not met the guarantee will become null and void.

Seller will NEVER refund any monies or will pay for any medical expenses.

Client initials: \_\_\_\_\_

This health guarantee for outright and pet quality is void if:

1. The puppy/dog is not examined by new owners vet with in two (2) days of date of ownership transfer listed on this contract.
2. The puppy/dog is bred.
3. The puppy/dog is not responsibly cared for by a licensed vet with documentation of up to date vaccine history, internal and external parasite prevention and heart worm prevention up to the 1 year period pertaining to this contract.
4. If there are any signs of abuse or neglect.
5. If puppy/dog is sold/transferred to new owner.

The breeder will only warranty genetic hip and elbow dysplasia, diagnosed prior the 12 month periode. Later development of dysplasia is not covered as this often environmentally produced. By signing this contract, the buyer acknowledges they have been informed, young bones do not properly calcify until 12 months of age. Buyer acknowledges we will guarantee the hips and elbows until 12 months of age, providing the buyer agrees they will not allow environmental conditions to adversely affect the development of the hip and elbow structure.

Young dogs involved in fast running, extreme exercise, slippery floors, climbing flights of stairs, jumping over or up on things, overweight, can all develop dysplasia. Also obesity, early spay or neutering (NOT prior to 14 month), nutritional deficiency, injury, abuse, or premature stress on the joints will nullify the warranty.

Client initial: \_\_\_\_\_

#### WE DO NOT GUARANTEE

The Seller does not guarantee said puppy/dog to be completely free of intestinal parasites.

We deworm against them all. Roundworms, Whipworms, Hookworms, Giardia and Coccidia. Although all our dogs and puppies are dewormed routinely sometimes the stress of a move, playing outside in the yard, change in diet or change in lifestyle will cause an outbreak. If it's a puppy the few deworming they get here may not be enough to get rid of them completely. Your vet will check a stool sample and give you the appropriate meds needed to take care of the parasites should there be any.

Client initial: \_\_\_\_\_

We also do not guarantee for cryptorchidism, injuries, fleas, mites, developed allergies, URI, carpal flexural, kennel cough, hernias or normal conditions which are not considered life threatening.

Client initial: \_\_\_\_\_

The Seller will not be responsible for any contagious disease after 48 hours from purchase, as some can be contracted immediately after leaving the Sellers premises. You must keep your new puppy away from unvaccinated dogs or public places where other dogs frequent since communicable canine diseases are easily contracted, until such time as your veterinarian has finished the booster vaccinations for this new puppy and states it is safe and fully immunized. That means after the 3rd set of vaccinations. Failure to abide by this rule will put your new puppy at considerable risk of contracting a deadly canine disease such as a Parvo virus.

The vaccinations started here at our premises / or our vets office does not guarantee full immunities!

The Buyer must follow up with his vet and get the booster vaccines done on the new puppy in a timely manner and follow the vets instructions.

Client initial: \_\_\_\_\_

**SELLER RESERVES FIRST RIGHT OF REFUSAL**

In the event that the Buyer can no longer keep the pup/dog from Dachshunds Of Castleshield, the Buyer must return the dog/puppy to the kennel. Puppy/dog is NEVER to be taken to a shelter!! The dog shall not be sold, transferred, or given to any individual or any retail or wholesale establishment for the purpose of resale to the public or to any research institution where medical experiences or other practices take place.

Client initial: \_\_\_\_\_

**LIMITATION OF THE CONTRACT**

This contract applies to the original puppy only, and is not transferable to a second party. No replacement option is available if the dog has been bred, only one replacement pup will be provided per client if deemed warranted. Seller is a Hobby breeder and not a Pet Dealer. Seller voluntary offers health guarantee under the Florida law option 828.29 6.(b) only. This dog has following conditions: \_\_\_\_\_.

Those conditions are excluded from any guarantee and is not valid to reject the puppy due to these conditions.

Client initial: \_\_\_\_\_

**This dog is to be spayed or neutered (unless otherwise noted). Registration will be kept by us until such time that Buyer provides proof that this has been done (must be within first 2 years).**

All the above conditions (4 pages) are considered binding on all parties and constitute the agreement made. Any of these terms set forth here may not be changed except by mutual written agreement of all parties involved. The Buyer acknowledged that they are read this document in its entirety and understands each and every term, promise and obligation and agrees to be bound hereby. In the event that any lawsuit or action, including but not limited to arbitration, is instituted under or in relation to this Agreement, including without limitation to enforce or interpret any provision or term in this Agreement, the Buyer shall be entitled to cover the Sellers attorneys' fees, costs and expenses, including without limitation, all attorneys' fees, costs and expenses of appeals. This contract is subject to the laws of the State of Florida. Venue shall be Miami-Dade County.

Client initial: \_\_\_\_\_

Buyer agrees that he/she understands this binding contract fully:

Buyer:

Name: \_\_\_\_\_

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

City, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Seller/ Hobby Breeder:

Dachshunds Of Castleshield, 3541 NW 20th Street, Miami FL 33139  
Phone: 305-479-3373 email: [dachshundsofcastleshield@gmail.com](mailto:dachshundsofcastleshield@gmail.com)

Signature: \_\_\_\_\_ Date \_\_\_\_\_