

A & J Gold Leaf Miniature Schnauzers
Sale Deposit/Guarantee Agreement Contract

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Breed: Miniature Schnauzer

Gold Leaf Miniature Schnauzers

Alvin and Myra Goldman
5185 McAnelly Drive
Beaumont, Texas 77708

Sire Name & Information: (Fill in name of Sire and color only)

Sire: _____ AKC Reg#: _____ Color: _____

Dam Name & Information: (Fill in name of Dam and color only)

Dam: _____ AKC Reg#: _____ Color: _____

Litter Information: (Fill in all information except Litter Reg#)

AKC Litter Reg#: _____ Date of Birth _____ Reg: **Full** _____ **Limited** _____
Color: _____ Markings: _____ Gender: Male _____ Female _____

Payment Information:

A deposit in the amount of \$200 is required to hold a puppy of your choice. As verified clients we accept all types of credit cards including **Visa, Master Card, Discover and American Express through PayPal**. If you are using PayPal to pay any portion of the purchase price of the puppy, you **add 3%** to cover PayPal fees. If you are unable to use PayPal or you prefer not to, we accept deposits and/or payments through **U.S. Postal Money Orders, Business and Personal Checks, and Cashiers Checks**. If you choose to pay with a check or money order, your puppy can not leave the premises before your check or money order clears the bank (10 business days). If you prefer to pick up your puppy at Gold Leaf Schnauzer House, we accept "cash only". **All deposits are non-refundable**. Deposits are not refunded if you, for any reason, are unable to complete payment of the puppy as agreed in this contract or change your mind about purchasing it for whatever reason. This deposit signifies with the intent on behalf of the buyer to follow through with the purchase transaction of the puppy. **(Fill in your payment information)**

Purchased Price of Puppy \$ _____ Less \$200.00 Deposit + Shipping \$ _____ = Balance Due on Puppy \$ _____. Balance must be paid by the time puppy is 7 weeks old. **Money Order** _____ **Business Check** _____ **Personal Check** _____ **Cashiers Check** _____ **Visa** _____ **Master Card** _____ **Discover** _____ **American Express** _____ **Cash** _____

Sale Deposit/Agreement Policy: (Fill in your first and last name)

Definitions used herein include:

"**BUYER**" shall herein be defined as: _____

"**BREEDERS**" shall herein be defined as: Alvin and/or Myra Goldman

In agreement on the purchase of a Miniature Schnauzer puppy/dog we voluntarily enter into, and agree to all terms delineated in this contract as witnessed by the signature below. The Buyer agrees that this puppy will not be used to breed mixed breed offspring of any type. The Sire/Dam will be used to breed to, and produce only the Miniature Schnauzer breed. The new owner(s) will be in breach of this contract.

1. The Buyer agrees that shipping is not included in the price of the puppy. Shipping cost is \$275, and includes counter to counter service, vet examination, health certificate and guarantee, and airline approved crate. The amount of \$275 must be paid in full by the time the puppy is 7 weeks old.

2. The Buyer agrees that all transportation costs in addition to purchase price of puppy must be paid in full if shipping is needed. The balance of purchase price + shipping must be paid by the time puppy is 7 weeks old.
3. The Buyer agrees that a signed copy of this contract must be mailed to Seller. Failure to mail the seller a signed copy of this agreement within 10 days makes it null and void; and to comply with recordkeeping regulations of the American Kennel Club.
4. The Buyer agrees that a licensed veterinarian must examine all puppies within 3 days (72 hours). If it is a holiday or a weekend the puppy must be taken to a licensed veterinarian on the following working day for an examination. The Breeder accepts no liability for any communicable diseases after 48 hours from when the puppy leaves the possession of the breeder.
5. The Buyer agrees that in the event a puppy dies, no replacement will be made on a deceased puppy until an autopsy is performed by an accredited institution such as Texas A&M University; to determine the cause of death. The autopsy will accompany any request for a replacement.
6. The Buyer agrees that if a puppy is replaced, the expense of shipping is the Buyer's responsibility. All replacements will be made upon availability and for the equal value. If the Buyer chooses a new puppy of greater value, the Buyer is responsible for paying the difference.
7. The Buyer agrees that when pets are allowed to roam outside, they are at risk of falling victim to traffic, theft and attacks by other animals or people. Reluctant pet owners sometimes justify the fact that their dog is allowed to remain outdoors by claiming that they live in low-traffic areas, or areas without a large population of predatory wildlife. The reality is that if they are outside in an unconfined area, they are at risk.
8. The Buyer agrees to keep the puppy indoor or safely confined within a secure fenced in area. Make sure your puppy has an ID tag or is microchipped. Make educated decisions about who has contact with your puppy.
9. The Buyer agrees to maintain the puppy's health in good condition, and to provide yearly examinations, vaccinations, worming and any other usual procedures necessary to assure good health.
10. The Buyer agrees that if the seller is unable to replace a puppy within 1 year from the date of purchase, the Seller agrees to give the Buyer a refund of original purchase price of puppy. No cash refunds will be given, and the shipping cost will not be refunded.
11. The Buyer agrees that puppies grow at different rates. The Breeder can not guarantee adult height and weight or confirmation of the puppy. The height and weight is based strictly on the background generational history of their parents.
12. The Buyer agrees that Gold Leaf Miniature Schnauzers has given me "Limited Registration" papers for my puppy. This means that any attempt to register a litter of puppies born from this puppy purchased from Gold Leaf will be denied Registration by the American Kennel Club, no exceptions.
13. The Buyer agrees that if purchased with "limited registration", this prohibits breeding and registering offspring. The Buyer agrees this puppy is to be spayed or neutered by 6 months of age. Adult dogs must be spayed or neutered within one month from date of purchase.
14. The Buyer acknowledges that veterinary care, whether preventative, surgery and/or complications of any kind or in treatment of any condition is an agreement between two parties, the buyer and the veterinarian. The Breeder is not responsible for Buyer's veterinarian expenses at any time under any circumstances.
15. The Buyer hereby releases breeder and agrees to hold harmless for any liability, injuries or damages to persons or property caused by puppy.
16. The Buyer agrees to assume full responsibility for the health, temperament (inheritance and environment contribute to dog's behavior), and appearance of the puppy when the dog leaves the Seller premises. The temperament of your puppy is based on the amount of time you give to your dog and its

development and socialization. Proper socialization and training are a must for your puppy to be a well-adjusted, welcome member of your family. Training is the “jewel” in the crown.

17. The Seller guarantees that the puppy is in good health and has received the appropriate vaccinations and worming schedule for the puppy’s age. The Breeder will provide the Buyer with a health record detailing the treatment the puppy has received under the Breeder’s care.

18. The Buyer agrees that a limited registration can not guarantee a dog will not be bred without permission of the Breeder, but no unauthorized puppies will be eligible for registration with the American Kennel Club.

19. The Buyer agrees that a dog with limited registration will not be eligible for AKC sanctioned conformation; but it will be eligible for obedience, tracking and agility competition.

20. The seller assumes no responsibility for injuries which may concur during shipping. The Buyer agrees that any recourse for damages to the puppy/dog during shipping shall be limited to an action brought against the transportation company. In executing this agreement Buyer releases seller from any and all liability arising out of the animal’s transportation.

21. The Buyer agrees that he/she shall not insist on “early release” of a puppy from the Seller before it is 8 weeks old for any reason. If the puppy becomes ill and dies from “Hypoglycemia” due to negligence or abuse; the Buyer agrees that the Seller is not responsible for the actions or safety of this puppy once it leaves the Seller’s premises.

22. The Buyer agrees that if some tragic accident were to happen and the puppy dies before it goes home; the Seller agrees to return the deposit to the Buyer unless the Buyer wants to apply it to another puppy when one is available.

23. The Buyer understands that this is a legally binding contract and that a copy of this contract can be forwarded to the American Kennel Club to prevent fraudulent registration of the described dog.

24. The Seller does not guarantee against internal and external parasites. If the puppy displays any indication of poor health, the Buyer must notify the Seller by the 3rd day of purchase to make a claim for refunds or replacement. Refunds or replacements do not include shipping cost.

25. The Buyer agrees that no puppy resulting from this breeding shall be transferred to wholesale outlets, dog dealers, brokers, humane shelters, laboratories, pet shops or their agents. This contract is non-transferable under any circumstances.

The Buyer acknowledges that he or she has read this Sales Deposit/Guarantee Agreement Contract and understands that it is a binding agreement, and signed by both parties to insure the well being and protection of this puppy. The Seller did not make or imply any warranties or guarantees, expressed or implied, other than those written in this agreement including without limitation, the warranties of merchantability and fitness. The document constitutes the entire agreement between the Seller and the Buyer with respect to this sale. If the Buyer breaches any part of this Agreement, the Seller is released from any obligations under this Agreement. **(Fill in information below and mail to the Seller to sign).**

Buyer’s Name (print) _____ Date _____

Buyer’s Address _____

City _____ State _____ Zip Code _____

Area Code/Phone# _____ Cell# _____

Email Address _____

Name of Airport _____ City _____ State _____

Buyer’s Signature _____ Date _____

Seller’s Signature _____ Date _____

