

West Coast American Eskimos (WCAE) hereinafter referred to as SELLER, has agreed to sell PUPPY(s) to the original BUYER (You) indicated in this Purchase Agreement.

Congratulations on your decision to purchase an American Eskimo. These puppies are highly social and therefore the BUYER understands that for PUPPY to thrive, PUPPY must be included into the family.

1) SELLER has made every effort to deliver the puppy to BUYER in a normal and healthy condition. Prior to being delivered the PUPPY will have a health examination by a Vet, be microchipped and be current on vaccines as recommended by Vet.

2) BUYER will have PUPPY examined by a licensed Veterinarian (Vet) within 48 hours of receipt of PUPPY. SELLER warrants the puppy shall be free of a congenital life-threatening, non-treatable condition only, for one year from date of purchase. A letter or fax must come from the examining Vet stating his/her findings and diagnosis. The SELLER may, at SELLER'S option, have the PUPPY checked by a Vet of their choosing. If PUPPY should die, a necropsy must be done by BUYER'S Vet, and results must be faxed or emailed to SELLER. If findings show PUPPY died from a congenital defect SELLER will replace PUPPY and cover the Necropsy fee (max \$250.00.) No other medical costs will be covered by SELLER. SELLER is not responsible for any PUPPY'S death due to neglect, negligence or contagious or infectious diseases. SELLER will provide BUYER with information of wellness check report from a Vet, current vaccines, quarantine instructions, and PUPPY care instructions. BUYER acknowledges that they understand how critical it is to safe quarantine until PUPPY is fully vaccinated and PUPPY'S own immunity has developed.

3) Under no circumstances will there be a cash refund. If exchange is necessary due to circumstances outlined in Paragraph No. 2 above SELLER will select a replacement PUPPY of either sex from the same litter if available or from another litter. If living, the original PUPPY must be returned to SELLER at BUYER'S expense. BUYER is also responsible for any shipping fees for the replacement PUPPY. Original PUPPY will be returned prior to a replacement PUPPY being delivered.

4) Under no circumstances will SELLER be held responsible for any Veterinary expenses for any reason whatsoever after purchase of PUPPY. PUPPY should follow up vaccines and care with BUYER'S Vet. BUYER agrees to provide all regular veterinary care.

5) Depending on the age of the PUPPY at least one shot has been given. A health record will accompany the PUPPY stating all shots given and SELLER will make

recommendations on the vaccine schedule. SELLER ensures that BUYER is set up on a vaccination schedule with BUYER'S Vet.

6) The PUPPY has been dewormed prior to sale. With a change in environment and due to the nature of parasites/bacteria, SELLER cannot guarantee that the PUPPY will be parasite/bacteria free. SELLER is not responsible for parasites or bacteria present. SELLER recommends that BUYER present a fecal specimen to BUYER'S Vet to determine the need for any treatment and continuing deworming schedule.

7) When PUPPY leaves the care of SELLER, PUPPY becomes the sole responsibility of the BUYER. No other warranties are expressed or implied. BUYER may buy medical or mortality insurance from any carrier of their choosing. We strongly recommend medical insurance. Give your PUPPY fresh water and food daily in clean bowls. Offer soft canned food at least two times per day. Check to make sure your PUPPY is eating and drinking. If your PUPPY is not eating or drinking call immediately and/or take PUPPY to the vet.

8) All deposits are non-refundable. If payment is by personal check, PUPPY will be held until the check clears the bank.

9) SELLER does not make any warranty in respect to color, size, coat quality, fluffiness, temperament, look of dog, ability to win a show, housebreak or reproduce, luxating patellas and descending testicles. SELLER makes no representation as to show or breeding quality of puppy unless this Agreement is expressly modified in writing and signed by BUYER and SELLER and BUYER pays an additional fee for both show and a breeding puppy.

10) If BUYER can no longer care for PUPPY, BUYER agrees not to place PUPPY in a pound, humane society or any facility that practices euthanasia or experimentation on animals. PUPPY is to be transferred to SELLER with registration papers or SELLER must approve of new home. Any subsequent owner of PUPPY must agree to the terms of this Purchase Agreement.

11) Upon payment in full of purchase price and all transportation fees by BUYER, SELLER agrees to release PUPPY to BUYER.

12) Spay or neuter is required on PUPPY purchased unless disclosed to SELLER at time of purchase. Spay or neuter should be complete on the Puppy by the age of two. This substantiates the Spay and Neuter agreement between SELLER and BUYER.

13) PUPPY is sold as a pet with limited registration. AKC, UKC or other papers may be held back until BUYER provides SELLER proof of spay or neuter certificate from the Vet. BUYER agrees not to breed PUPPY without a breeder Agreement from SELLER.

14) BUYER agrees to include PUPPY as family member and not to house in kennels, crates, cages, outside or on chains as regular living environment. BUYER agrees to provide PUPPY with a fenced area or take PUPPY on walks for adequate exercise. BUYER agrees that the PUPPY and main caregiver must attend some type of puppy kindergarten or obedience class.

15) BUYER and SELLER agree to keep the other informed of their current address and phone number.

16) BUYER agrees to an injunction wherein PUPPY and registration papers are transferred back to seller if any provisions in this Purchase Agreement are violated.

17) The validity and enforceability of the Agreement shall be governed by the laws of the State of California without regard to the principles of conflict of laws of such state.

18) All sales are to be considered initiated and finalized in SAN DIEGO COUNTY, CALIFORNIA. If BUYER should ever try to take SELLER to court, BUYER is responsible for all costs incurred including SELLER'S Attorney and the suit can only be filed in SAN DIEGO COUNTY, CALIFORNIA. The parties agree that by entering into this Agreement, they are transacting business within the County of San Diego for the purpose of being subject to the jurisdiction of the courts.

All rights and restrictions contained herein may be exercised and shall be applicable and binding to the extent that they do not violate any applicable laws and are intended to be limited to the extent so that they do not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention for the parties that the remaining terms shall be in full force and effect.

**All Adult DOGS are sold as is, as They are Adult DOGS and are healthy DOGS before sale. Any pre-existing conditions known will be disclosed before adoption sale. SELLER will have all adult dogs checked by a licensed Veterinarian. No other warranties are implied for Adult DOGS.**

**This represents the entire Agreement between the Seller and BUYER.**

The Breeder (SELLER) neither makes nor implies any warranties or guarantees express or implied other than those written in the Agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire Agreement with respect to this sale. The BUYER'S signature below indicates that he/she has read, agrees to and understands all the conditions of the contract of sale of the Agreement.

This Agreement will become Null and Void if SELLER'S copy is not signed and returned to Seller within (10) ten days as specified below by Seller's signature and date. **If Agreement is not returned within (10) ten days, the purchased PUPPY is considered sold as is with no Agreement or warranty.**

### **PUPPY Information**

**Breed:** American Eskimo

**PUPPY #:** \_\_\_\_\_

**Microchip #:** \_\_\_\_\_

**Sire:** \_\_\_\_\_

**Sire #:** \_\_\_\_\_

**Dam:** \_\_\_\_\_

**Dam #:** \_\_\_\_\_

**D. O. B.:** \_\_\_\_\_

**Color:** \_\_\_\_\_

**PUPPY Gender:** \_\_\_\_\_

**Price:** \_\_\_\_\_ **paid**

**with:** \_\_\_\_\_

**New Owner Name:** \_\_\_\_\_

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

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

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

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

**Email:** \_\_\_\_\_

**Sign and Date**

**BUYER:**

\_\_\_\_\_

**SELLER:**

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