

## Railway Acres Kennel

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### PET SALE AGREEMENT

1. This Agreement is by and between \_\_\_\_\_, residing at \_\_\_\_\_, ("Buyer") and Mike Lehman with Railway Acres Kennel ("Seller").
2. Buyer shall pay a **\$100 non-refundable deposit ("Waitlist Deposit")** to Seller to be placed on the waiting list for a puppy ("Puppy") from the litter of \_\_\_\_\_ (Sire) and \_\_\_\_\_ (Dam) ("Litter") with an estimated due date of \_\_\_\_\_.
3. The Waitlist Deposit shall be applied towards the purchase price of Puppy of \_\_\_\_\_.
4. Within seven (7) days of placing Waitlist Deposit, Buyer shall provide Seller with a family biography which shall include Buyer's family's activity level, ages of any children, information on other pets, Buyer's prior puppy/dog experiences, details on home and yard (size, fencing, etc.) and any preference on size, color or sex of puppy.
5. Seller shall send Buyer a litter announcement via email no later than seven (7) days after Litter is born.
6. No later than 5 days after the litter announcement, Buyer shall pay an additional **\$300 non-refundable deposit ("Hold Deposit")** to be applied to the purchase price to hold a puppy.
7. All deposits may be transferred/applied to another available litter, that is agreed upon by Seller, within 12 months of the date of Buyer notifying Seller that Buyer wishes to be removed from the current waitlist.
8. Seller limits the number of waitlist spots. Further, Seller reserves the right, in Seller's sole discretion to retain any puppy or puppies from the Litter. In the unlikely event fewer puppies are available than the number on the waitlist, the order waitlist deposits are received shall determine the placement of puppies. If Buyer should be lower on the list than the number of puppies, the Waitlist deposit may be applied to another litter, or refunded, as agreed to by Buyer and Seller.
9. **Buyer understands and agrees to the picking process.**  
**Pickings start at or around 6 weeks of age in order of deposits received**
10. After you have chosen your puppy we will keep you updated with pictures every 10-12 days until he/she is ready to go home at 8 weeks.
11. If you commit to a puppy for a certain price and some of the littermates lessen in price somewhere in the process.. you're still liable to pay your original committed price.

12. The balance of the purchase price of \_\_\_\_\_ shall be paid no later than eight weeks after Litter is born. Payment shall be made via Venmo or Paypal Friends and Family at least **five days** before Puppy leaves Seller's possession, or by cash if the Puppy is picked up locally. **No checks, credit cards or money orders accepted for final payment. If there are any fees charged to the seller in the payment process for any reason, the buyer will be back charged the fees! All sales made face to face in the State of Indiana, will be charged an additional 7% sales tax to the total sale price.**
13. Arrangements must be made for delivery/pick-up of Puppy at the time of placing the Hold Deposit. Puppies will be ready at eight weeks of age. In the event Buyer needs Seller to hold Buyer's puppy beyond eight weeks of age, Buyer must notify Seller at the time of placing the Hold Deposit. Further, Buyer shall pay Seller \$30 a day after eight weeks of age. Seller reserves the right to refuse holding any puppy beyond 8 weeks. In the event Seller cannot or refuses to retain Puppy beyond eight weeks, Seller shall advise Buyer prior to Buyer placing the Hold Deposit.
14. In the event Buyer requires Puppy to be shipped or delivered, Seller, at Seller's option, may assist with arrangements however Seller does not assume any liability or responsibility once Puppy leaves Seller's possession. Regardless of the level of assistance in making arrangements, Buyer shall contract with carrier or delivery nanny directly. The Nanny fees are \$600-750. Ground travel service varies from 250-550, also depending on distance.
15. Puppy shall be vet checked; have age appropriate shots/vaccinations (as determined by Seller and Seller's veterinarian; be treated for deworming; and have dew claws removed and be microchipped.
16. Seller guarantees Puppy to be of sound health and temperament at the time of sale. A health record of all vaccinations and worming shall be provided. Buyer shall take Puppy to a licensed veterinarian of Buyer's choice within **72 hours** of leaving seller's possession for a physical examination. Should Puppy be determined to be in ill health, the cause of which is clearly attributable to Seller, the signed written diagnosis from a licensed veterinarian must be shared with the seller within 24 hours. The puppy must be returned to Seller at Buyer's expense within 48 hours for a full refund of the purchase price. The return transportation must be in the same form as the delivery transportation. If need be the seller can help coordinate the return of the puppy.
17. Seller provides a health guarantee until Puppy is 24 months of age against hip dysplasia (mild, moderate, severe) as confirmed by an OFA report; and also for any DNA genetic diseases that can currently be tested for, for the breed. Under these circumstances, Buyer **MUST** contact Seller within three (3) days of any diagnosis or health concerns. Buyer shall be in constant contact with Seller throughout treatment of Puppy. Buyer must provide to Seller veterinarian records including, but not limited to, tests and results while treatment/diagnostics are being done. In the event Buyer fails to notify Seller of the Puppy's diagnosis or health concerns within three (3) days of diagnosis, the health guarantee shall be voided. Upon verification of diagnosis by Seller's veterinarian, and after a determination that the Puppy would be unable to live a quality of life as a companion, Buyer may return the Puppy for a full refund of the purchase price, or retain the Puppy and half the purchase price will be refunded to the Buyer.
18. Seller makes no guarantees, warranties or representations regarding the size, color, coat type, shedding or hypo-allergenic nature of the Puppy.
19. Buyer shall provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care for Puppy. This includes: keeping Puppy parasite free; up to date with vaccinations; and proper nutrition, including a good quality professional diet given at regular

intervals and fresh water available at all times. Buyer promises to provide a safe environment for Puppy and never allow the Puppy to roam freely without proper fencing or supervision. Buyer agrees to contact Seller immediately with any questions or concerns arise about the dog, such as diet, health, housing and training, behavior, and temperament. If at any time Seller becomes knowledgeable that adequate living conditions, grooming and care are not being provided to the dog, Buyer shall forfeit ownership to Seller and Seller will resume ownership of the Puppy immediately. Any and all legal fees and expenses necessary enforce this provision shall be at Buyer's expense. Training classes are recommended and encouraged for a happy relationship between Puppy and Buyer/Buyer's family

20. Seller does not guarantee the puppy against illness brought on by the stress of moving (from our house to yours). This stress can ignite illnesses such as hypoglycemia (sugar drop) or opportunistic parasites such as coccidia (dormant in most animals), giardiasis etc. Seller also does not guarantee the puppy to be worm free, as this is an on-going process that, once the puppy is out of our control, is the responsibility of the Buyer.
21. Buyer agrees to keep Seller informed and updated on any medical issues or treatments so that Seller can provide for the health of future generations of puppies from the Sire and/or Dam.
22. If at any time Buyer is unable or unwilling to retain possession of Puppy, Buyer shall give Seller the right of first refusal in taking Puppy back and resuming full ownership and locate a new home for Puppy. **NO REFUNDS WILL BE PROVIDED** and Puppy shall be returned with any and all health records. Seller reserves the right to approve/prohibit any transfer of Puppy to a third party. Under no circumstances shall Puppy be sold, leased, traded, or given away to or used by any pet shop, research laboratory, animal shelter, auction and or similar facility.
- 23. Puppy is being sold as a family/companion pet only. Buyer is prohibited from breeding Puppy. Buyer shall have Puppy spayed/neutered at the age recommended by their veterinarian, but no later than 8 months of age. Buyer shall provide to Seller written proof of spay/neuter within 30 Days of the spay/neuter procedure. If Puppy is not spayed/neutered by 8 months of age, Buyer shall, upon Seller's request, return Puppy to Seller and forfeit any monies paid. In the event Puppy is used for breeding, Buyer shall compensate Seller in the amount of \$4,000 per puppy delivered as the result of breeding, and all health guarantees shall be voided. Seller shall be entitled to any and all expenses incurred by the Seller, including, but not limited to reasonable attorneys' fees, in enforcing this provision.***
24. Seller can at any time return a deposit or refuse the sale of a puppy for any reason Seller determines, in Seller's sole discretion, would be in the best interest for all parties and the puppy.
25. A faxed, copied or digital signature shall have the same full force and effect as an original.
26. This document represents the full agreement of the parties. Buyer and Seller have not relied upon any representations not in this agreement.
27. This agreement shall be interpreted under the laws of the State of Indiana. Should any legal action be necessary, said legal action shall be filed in the appropriate court in Kosciusko County, Indiana. In the event that any legal action is taken to enforce any provision of this contract, said legal action shall be brought in the appropriate court located in Kosciusko County, Indiana.
28. Buyer has no right to change or add anything to this contract in the signing process or after.

**We do offer a few extra services**

Please check below if you're interested in having the Snuggle Puppy added.

\_\_\_\_ Snuggle Puppy \$40.

Puppy's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Microchip# \_\_\_\_\_

**All checks/money orders payable to "Railway Acres Kennel"**

Buyer Please Print: \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Lehman