

# Palmetto Moon Poodles

## LIMITED REGISTRATION PUPPY SALES CONTRACT

Seller Name: April Williams DBA Palmetto Moon / Palmetto Moon Poodles

Address:

Phone: (864) 279 - 4000

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

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

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

Date of Sale: \_\_\_\_\_ Expected Date of Pickup/Delivery: \_\_\_\_\_

Terms: (  ) Outright Purchase (  ) Co-Ownership

Registration: Limited

Price: \$ \_\_\_\_\_

Reservation Fee: \$500.00 Reservation made on Date: \_\_\_\_\_

Balance paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_

(Balance due in cleared payment prior to delivery/pick-up)

### DESCRIPTION OF THE PUPPY OR DOG

Breed: Standard Poodle

Gender: (  ) Male (  ) Female Color: \_\_\_\_\_

DOB: (Puppies must be 8 weeks or older before pickup/delivery): \_\_\_\_\_

Puppy/Dog Registration Number: \_\_\_\_\_

Microchip Number: \_\_\_\_\_

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

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

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

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

## PURCHASE AGREEMENTS

1. This puppy/dog is a purebred Standard Poodle. This puppy/dog is of typical temperament and structure and embodies the basic standards of the Standard Poodle breed.
2. The kennel prefix **Palmetto Moon** must be used as the first words of the registered name when registering with ANY registry. **FAILURE TO COMPLY WITH THIS WILL RESULT IN A BREACH OF CONTRACT FEE IN THE AMOUNT OF \$1000.00 TO BE PAID TO PALMETTO MOON POODLES BY THE BUYER.**
3. The registration is **LIMITED**. Puppies/Dogs sold on limited registration may not be shown in AKC conformation shows and may not be bred, whether or not the offspring are registered or not, as outlined in the spay/neuter addendum attached below. The buyer's understanding and acceptance of this condition are signified here by his/her initials: \_\_\_\_\_
4. The purchase price of this puppy/dog less the non-refundable reservation fee will be refunded if the buyer furnishes the seller with a veterinary certificate indicating that the puppy/dog is unwell within **72** hours from delivery/pick-up. PALMETTO MOON POODLES reserves the right to require a 2<sup>nd</sup> veterinary report, to be paid for by the Buyer. The Seller will reimburse no veterinary or shipping costs. If the puppy/dog is not seen by a licensed veterinarian within 3 days of pickup/delivery, the health guarantee portion of this contract is void.
  - a. If the buyer has paid by check, the purchase price will be refunded only if or when the buyer's check has cleared and been credited to the seller's account.
5. The puppy/dog's sire and dam are both Embark DNA Cleared and OFA Certified (hips, eyes, cardiac) for major known diseases in the Poodle breed. The congenital health of this puppy/dog is guaranteed for 2 years from date of birth, from congenital defects (any medical condition that is present at or before birth) which would prevent this puppy/dog from enjoying life to the fullest. Minor issues are not covered in this guarantee, including but not limited to: hernias, over/under bite, undescended testicles, internal or external parasites, allergies, communicable diseases (Parvo, Distemper, Giardia, etc) and/or hip/elbow/patella dysplasia. **THIS GUARANTEE COVERS GENETIC LIFE-THREATENING DISEASES ONLY.** In the event that this puppy/dog is found to be unsound, suffering from a genetic, life-threatening condition, PALMETTO MOON must be notified in writing immediately. PALMETTO MOON requires a minimum of two different veterinary reports confirming this genetic condition, at the expense of the buyer. If this condition is confirmed, PALMETTO MOON will refund the purchase price less the non-refundable deposit or replace said puppy with a new puppy from an upcoming litter as selected by PALMETTO MOON. The replacement puppy will be of the same gender, but no guarantees can be made on the color/parentage/temperament of the replacement puppy. If a replacement puppy is given, the health guarantee portion of this CONTRACT is null and void. Replacement puppies are sold "as is" with no guarantee.

6. If at any time the buyer is unable to keep or care for the puppy/dog, PALMETTO MOON must be notified in writing. The puppy/dog may not be transferred or sold by the buyer unless the breeder is unable to accept the puppy/dog back. The refund amount will be determined by the BREEDER and is based on age and gender and the ability to find the puppy/dog a new home. If for some reason, the breeder is unable to accept the returned puppy/dog, the breeder has a right to assist the buyer in finding a new home. The breeder must approve of the new home/owner. The buyer's understanding and acceptance of this condition is signified here by his or her initials: \_\_\_\_\_
  - a. *The seller will endeavor to place any returned puppy/dog as advantageously as possible. If a purchase price is obtained for the puppy/dog, it will be refunded to the original buyer less the non-refundable deposit or any costs associated with new placement. If the puppy/dog is placed free of charge, no money will be returned to the original buyer. No veterinary or other costs of keeping the puppy/dog, or any other costs incurred by the buyer resulting from his/her ownership of the puppy/dog, will be paid by the seller to the original buyer of the puppy/dog under any circumstances.*
7. The seller in no way guarantees that this puppy/dog shall win in conformation and/or performance or companion events.
8. The buyer agrees to maintain the puppy/dog's health with yearly vaccinations or titer tests as specified by their veterinarian as well as preventative flea/tick/heartworm medication.
9. Should the puppy/dog become ill or unsound, any and all costs of treatment will be the responsibility of the buyer.
10. The buyer agrees to keep the puppy/dog in an appropriate lean weight to maximize the puppy/dog's soundness and longevity.
11. The buyer agrees to socialize, train, and keep the puppy/dog in a manner acceptable to the seller.
12. The buyer agrees not to sue the seller and to pay any and all court or attorney fees incurred by the seller should any suit be brought against the seller regarding this puppy/dog by any person. The buyer signifies acceptance of this condition by initialing here:  
\_\_\_\_\_

## **SPAY/NEUTER CONTRACT**

Permanent ownership of this dog is contingent upon your compliance with this addendum.

By my signature below, I, the buyer, agree to have this dog spayed/neutered not before the age of 12 MONTHS (Date: \_\_\_\_\_), but before the age of 18 MONTHS (Date: \_\_\_\_\_). Buyer must send proof of spay/neuter to PALMETTO MOON by date: \_\_\_\_\_.

Proof of spay/neuter must be received by PALMETTO MOON within (14) days after the surgery. In the event that the dog's health does not allow this agreement to be honored, PALMETTO MOON must be provided with a statement from your veterinarian that this dog is not yet in physical or emotional condition for surgery. Based upon the veterinarian's evaluation of this dog, the purchaser will contact the veterinarian and establish the earliest date the procedure can be performed. Purchaser will notify PALMETTO MOON of this amendment in writing, at which time this agreement will apply and be enforced. Except as provided herein, all provisions, terms and conditions of the Contract shall remain in full force and effect.

It is the responsibility of the purchaser, not the veterinarian to ensure that PALMETTO MOON has received verification that the surgery has been performed. A copy of the medical record as well as the receipt is necessary verification along with veterinarian's phone number to follow up about the procedure. Failure to comply with this agreement by the date above, unless otherwise agreed to in writing, will be considered a breach of this contract and the purchaser will transport this dog back to PALMETTO MOON and will not be entitled to a refund of any kind.

I understand that this spay/neuter contract is an agreement that this dog will not produce a litter of puppies either as purposely bred or by accidental breeding. I agree that if this puppy/dog breeds/whelps/sires a litter, whether planned or accidental and regardless of produced litter's registration status, to pay PALMETTO MOON a breach of contract fee of \$1000.00 PER PUPPY whelped/sired AND to return this purchased puppy/dog under contract to PALMETTO MOON with no monetary compensation to be given to the Buyer.

I also agree that should this puppy not be spayed/neutered by the date noted above, that I will return said puppy back to PALMETTO MOON POODLES with no refund and a breach of contract fee in the amount of \$2000.00 to be given to PALMETTO MOON POODLES, by the Buyer.

In a perfect world, we would like to have each puppy we place to stay in their original purchasing home. However, things do happen, and you agree to contact PALMETTO MOON, in writing and let us know BEFORE placing the puppy/dog into a new home. Failure to contact and placing the puppy/dog into a new home without consent from PALMETTO MOON requires the original buyer to pay a breach of contract fee in the amount of \$2000.00 to PALMETTO MOON. We require a right of first offer; that the puppy be returned to us if you cannot keep him/her. You are not free to give the puppy to another family member or anyone else without receiving permission from us first. And should you need to transfer ownership before spay/neuter has been performed, this contract is still your responsibility to enforce in the puppy's new home. Should we not receive confirmation of the puppy's spaying/neutering by above listed date, as the original purchaser, you will then be liable for returning puppy/dog back to PALMETTO MOON and breach of contract fee as stated above, therefore no refund will be given.

No other warranties or guarantees, expressed or implied, are made under this contract except as stated above. This document is to only be signed in the presence of a Notary Public.

BUYER PRINTED NAME: \_\_\_\_\_

BUYER SIGNATURE: \_\_\_\_\_

BREEDER PRINTED NAME: \_\_\_\_\_

BREEDER SIGNATURE: \_\_\_\_\_

The foregoing agreement was acknowledged before me, \_\_\_\_\_  
\_\_\_\_\_ [Notary Public Printed Name] on this \_\_\_\_\_  
[Day] of \_\_\_\_\_ (Month/Year).

(Place Seal Here)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public Expiration: \_\_\_\_\_