

# PALKO'S PUPS

## Sales Agreement & Guarantee

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

This agreement is made between the Breeder and the Buyer:

For the purchase of the following dog:

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_

Other Markings: \_\_\_\_\_ DOB: \_\_\_\_\_

AKC Registration # \_\_\_\_\_  
(Usually pending for puppies - Buyer gets # when registering)

AKC Litter Registration # \_\_\_\_\_

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

Reg. # \_\_\_\_\_

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

Reg. # \_\_\_\_\_

The Breeder is selling the above dog for a total price of \$\_\_\_\_\_. The Buyer is giving a deposit of \$\_\_\_\_\_ and has a final balance of \$\_\_\_\_\_ due to Breeder upon release of the dog to the Buyer. The expected date of release is \_\_\_\_\_. The Buyer understands the deposit is NON-REFUNDABLE because it is a commitment to buy the dog. Buyer will forfeit the deposit and ownership rights to the dog if Buyer does not make full payment within one week of the dog's expected release date. After that time, the Breeder may sell the dog to another party.

This puppy is being sold with \_\_\_\_\_ FULL \_\_\_\_\_ LIMITED AKC registration.

**FULL AKC registration:** Offspring of this dog can be registered with the American Kennel Club (AKC) if bred to an AKC fully registered dog of the same breed and meets all other AKC rules for registration.

**LIMITED AKC registration:** Offspring CANNOT be registered with the AKC. The purpose of limited registration is to encourage spaying/neutering and reduce the number of unwanted and unplanned puppies and dogs put to death every year in animal shelters.

**By signing below I state that I have read the document "Are Siberian Husky's right for me". And I understand the challenges that come with owning A Siberian Husky. I state that if for any reason I am unable to properly care for this dog that I will return him or her to the breeder.**

### ***Breeder's Representations***

1. **HEALTH GUARANTEE:** The Breeder takes pride in producing healthy dogs with wonderful temperaments for loving homes. The Breeder guarantees the dog's health for 3 business days after

delivery of the dog to the Buyer in the case of communicable diseases. The Breeder further guarantees for a period of 1 year this dog to be free from any inherited disease which impairs long life, good health, and full function as a pet. If such an inherited defect should occur, and be diagnosed in writing by a qualified veterinary specialist, the Breeder will replace this dog with a puppy of similar quality upon the return of the dog or a refund of the purchase price at the Breeder's option. The Breeder is not responsible for any veterinarian bills incurred by the Buyer.

2. **BREED GUARANTEE:** Breeder guarantees this is a purebred dog, offspring of the purebred sire (father) and purebred dam (mother) at the top of this agreement.
3. **BREEDER'S LIFETIME COMMITMENT:** The Breeder will take the dog back at any time during the lifetime of the dog. With this commitment, the Buyer should never consider euthanizing the dog or taking it to an Animal Shelter. The Breeder will not issue a refund or provide another puppy to the Buyer unless the dog's return falls under the Breeder's Health guarantee.
4. **RELEASE OF PAPERS:** If the dog has Limited AKC Registration status, the Breeder will release and send the registration papers within 10 business days to the Buyer upon proof of neutering of the dog.
5. **FITNESS OF PURPOSE:** This dog is bred as a companion animal. Although the dog may be capable of excellence in obedience trials and show ring and /or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose.

## ***Buyer's Representations***

1. **SPAY/ NEUTERING:** Unless the Breeder has given the dog Full AKC Registration, the Buyer will engage a licensed veterinarian to neuter the dog by the age of nine months. To receive the dog's registration papers, the Buyer should send proof of neutering to the Breeder at the address shown at the bottom of this sales agreement.
2. **BUYER'S COMPANION:** The Buyer agrees that the dog will live with the Buyer as his or her companion. The Buyer also agrees that he or she is not an agent for another person or business in this purchase.
3. **GENERAL WELL BEING:** To prevent unfortunate accidents and for the dog's general well being, the Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer **WILL NOT chain** or tether the dog in the yard or keep the dog permanently in a kennel since research shows that this causes anti-social behavior in dogs. Also, the Buyer will provide nutritious food and necessary health care by a licensed veterinarian, including appropriate worming including for heartworm and vaccinations including for rabies.
4. **VETERINARIAN HEALTH CHECK:** The Buyer agrees to have a licensed veterinarian check the health of the dog within 3 business days after delivery of the dog. This is to ensure the Buyer's confidence in the health of the dog and to establish a veterinarian relationship. If there is a problem with the dog's health, please see the Breeder's Health Guarantee.
5. **PAYMENT:** Payment is due in full at the time the Breeder releases the dog to the Buyer. Payment must be in the form of cash, cashier's check or money order, or paid via [www.paypal.com](http://www.paypal.com). If the Buyer writes a personal check for payment, the Breeder will not release the dog until the check has cleared the Breeder's bank.
6. **TRANSFER OF OWNERSHIP:** The Buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, research facility or any agent for these. If the Buyer wishes to transfer the dog to another breeder, the Buyer must receive the Breeder's permission in writing. The Buyer must require any new owner to follow the terms of this agreement.
7. **INDEMNITY:** Buyer agrees that if his or her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, the Buyer will defend, indemnify and hold Breeder harmless and will pay all of the Breeder's cost and expenses including reasonable attorney fees, any amount paid in settlement and any award or judgment.

8. **RELEASE OF CLAIMS:** The Buyer releases the Breeder from any and all liabilities or damages caused by this dog after placement. These damages include, but are not limited to, destruction of property and or physical damage to any person.
9. **LIMITATION OF ACTIONS:** Any action or claim brought by the Buyer against the Breeder for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
10. **JURISDICTION:** The Buyer agrees that he or she understands this contract fully and that this contract is in the jurisdiction of the State of \_\_\_\_\_, in the County of \_\_\_\_\_ in which the Breeder resides or does business.

## ***Mediation And Arbitration***

Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder.

If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

## ***Entire Agreement***

This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations, verbal or implied, unless specifically stated in this written agreement.

The Breeder and the Buyer to each receive one copy of this agreement signed by both.

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

Breeder: \_\_\_\_\_ Date: \_\_\_\_\_

***The Buyer to sign below the Breeder's Copy of this contract upon receipt of the puppy from the Breeder.***

I acknowledge that I have received the puppy into my possession.

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

## **Contact Information For The Breeder And the Buyer**

### **Breeder**

Kennel Name: Palko's PuPs

Breeder's Name: Rich Palko

Phone: 609-780-4277

Address: 805 E. Main Ave

City: Rio Grande State: New Jersey Zip: 08242

E-Mail: Runout@comcast.net

### **Buyer**

Buyer's Name \_\_\_\_\_

Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail \_\_\_\_\_