

DON & MARILYN BAUER
PILOT PAPILLONS
1610 M. MAPLE ST.
SALLISAW, OK 74955
479-926-1432

SALE CONTRACT

This agreement, made this day, _____ between Don & Marilyn Bauer (SELLER)
and _____ (BUYER).

Buyer's Address: _____

Phone: _____ e-mail: _____

DESCRIPTION OF PUPPY BEING SOLD

The Buyer agrees to purchase from the Seller a PAPILLON puppy:

Sex _____

Whelped on _____

Color: _____

Tattoo/Microchip: _____

Registered Name: _____

Registration Number: _____

Sire: _____

Dam: _____

PURCHASE PRICE

The purchase price of the Papillon will be \$ _____. Payment is due on or before delivery of the Papillon. The balance may be paid by cash, certified check or pre-arranged method. Sellers may offer to hold a Papillon for Buyer for a limited time with a deposit of \$ _____. Deposit will be applied to total purchase price. If Buyer comes to see said Papillon and decides not to complete the purchase, the deposit will be refunded. If Buyer does not show up, the deposit will be kept by Sellers.

GENERAL TERMS

The buyer agrees & binds him/herself to take good and reasonable care of the said puppy, feed and house in the buyer's home and give or secure the best attention to the physical welfare of the puppy.

This puppy is sold as a Pet Quality Papillon. If not already spayed/neutered, buyer pledges to spay or neuter the purchased Papillon by the age of 12 months. The Papillon is not sold or intended to be a breeding dog and proof of spay/neuter will be provided to Pilot Papillons.

Seller encourages, but does not require, the buyer to allow the purchased Papillon to participate in Agility, Obedience, Companion Dog Titles, etc.

HEALTH, SPECIAL CONDITIONS AND PAPERWORK

The Seller certifies that, upon delivery, the Papillon is in good health and has been immunized according to the provided vaccination record. It is recommended that the Papillon be taken to the Buyer's veterinarian, at the Buyer's expense, within four (4) days of receipt of the Papillon for a general health checkup to confirm a healthy dog.

American Kennel Club (AKC) registration will be provided upon payment in full and when proof of spaying/neutering is provided to Seller.

WARRANTIES

The Seller guarantees the following:

The puppy is reasonably fit for the purpose for which it has been sold, i.e., Pet Quality.

To the best of Seller’s knowledge, the puppy is free from genetic problems that would preclude it from living an otherwise normal and healthy life.

RETURN POLICY

It is understood that no monies are to be refunded for a Pet Quality Papillon until the following requirements have been met:

Health problem (occurring before one year of age) A letter from the examining veterinarian stating the date of the exam and a complete diagnosis. The Seller reserves the right to have said dog examined by a second veterinarian of their choice. Should conflicting Diagnoses result; a third separate opinion will be obtained with the cost to be shared equally between Seller and Buyer.

In the event that the Buyer of a Pet Quality Papillon at any time in the future undergoes a life style change and is unable to care for the puppy the Buyer agrees to offer the Seller the first option to take the puppy back.

In the event that the Buyer transfers the puppy to another owner, the original Buyer agrees to provide the Seller with the name of the new owner, their address and phone number.

CONTRACT AMENDMENT

Any changes or additional terms to this agreement must be in the form of an Addendum and signed by all parties.

SEVERABILITY

If any provision of this agreement becomes void or unenforceable by force or operation the other provisions shall remain valid and enforceable. In the event of a dispute, the Sellers Home State and County, at the time of the dispute, will have jurisdiction.

SIGNATURES AND DATES

SELLER

Don Bauer Date _____
Marilyn Bauer Date _____

BUYER

_____ Date _____
_____ Date _____