

DON & MARILYN BAUER
PILOT PAPILLONS
1610 N. 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 PAPILLON BEING SOLD

The Buyer agrees to purchase a BREEDING POTENTIAL/SHOW QUALITY PAPILLON:

Sex _____

Whelped on _____

Color: _____

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.

DEPOSIT

Sellers may offer to hold this Papillon for buyer for a limited time with a deposit of \$ _____. Deposit will be applied to total purchase price. If buyer physically inspects said Papillon and decides not to complete the purchase, the deposit will be refunded. If buyer does not follow up on purchase, the deposit will be kept by Sellers.

GENERAL TERMS

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

The buyer pledges to show this Papillon and make every reasonable effort to finish (Championship) such Papillon. "Reasonable Effort," is defined as being shown in an AKC conformation ring for a minimum of 20 times unless it's Championship is finished earlier.

Said Papillon may not be used for breeding until it's AKC Championship is obtained unless permission is granted by Seller in writing.

HEALTH, SPECIAL CONDITIONS AND PAPERWORK

The Seller certifies that, upon delivery, the Papillon is in good health and has been immunized and wormed according to the provided health record. It is recommended that the Papillon be examined by the buyer's veterinarian, at the buyer's expense, within four (4) days of receipt of the Papillon.

If said Papillon is a male of Breed or Show/Potential quality, the seller retains the right to the stud services of the dog, at no cost to either party, to any bitch owned wholly or in part by the seller which the seller wishes bred to the above dog.

American Kennel Club (AKC) registration will be provided within thirty (30) days of payment in full.

In the event that the buyer at any time in the future undergoes a life style change and is unable to care for the Papillon, the Buyer agrees to offer the Seller the first option to take the Papillon back at a mutually agreed upon arrangement.

The buyer may not transfer ownership of the Papillon without written consent of the seller. In the event that such consent is given, the original buyer agrees to provide the seller with the name of the new owner, their address and phone number.

WARRANTIES

The seller guarantees the following:

The Papillon is reasonably fit for the purpose for which it has been sold, i.e., Breeding and Show Potential. Buyer and seller consider this to be a Breeding/Show Quality Potential animal however seller does not guarantee that such Papillon will finish to Championship. While it may be capable of performing other functions, no warranty is given for any special purpose other than noted above.

To the best of seller's knowledge, the Papillon is free from genetic problems that would preclude it from living an otherwise normal and healthy life or producing normal and healthy offspring.

The Show Quality/Potential Papillon will be free from disqualifying faults, as defined by the Papillon Breed Standard, at maturity. (12 months of age.) If disqualifying fault(s) are found, seller will replace said Papillon. An option may be negotiated to refund all or part of purchase price instead. If buyer wishes to retain and spay/neuter the Papillon, seller will refund the difference between pet price (\$1800 for a female, and \$1500 for a male) and price paid for said Papillon.

RETURN POLICY

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

Health problem - 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.

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, at the time of the dispute, will have jurisdiction.

REMEDIES Any default or violation of the provisions of this contract may be remedied not only by court ordered enforcement of the provisions but possible cash penalties as well.

ADDITIONAL AGREEMENTS:

SELLER

_____ Date _____

_____ Date _____

BUYER

_____ Date _____

_____ Date _____