VON HAUS PINER WHERE DOGS ARE OUR PASSION AND PRIDE

Canine Sales Contract

Deposit is due at a minimum of 10 days prior to pick up. Deposit will be deposited immediately. If check is returned for insufficient funds, all return bank fees are due immediately and canine contract is canceled; deposit will be non-refundable. Deposit can be made by check, PayPal, Cash App, or Walmart to Walmart.

Breeder/Seller retains the right to cancel the sell at any time prior to the canine being placed in Buyer's possession. If Breeder/Seller cancels the contract, all monies paid, including the deposit will be returned to the Buyer. Any inventory purchased by the seller with said monies will stay with the Breeder/Seller.

Buyer may cancel contract within 24 hours of receipt of deposit by Breeder/Seller for a 50% deposit refund. Cancellation must be in writing by email to the following email addresses. A follow up call to 903-563-0994 is to be made to verify receipt of email.

<u>fawndadogs@gmail.com</u> fawndallas@gmail.com

Balance due is due to Breeder/Seller before the canine is placed in Buyer's possession. Balance can be paid by cash, cashier check, or Walmart to Walmart; personal check and PayPal are not available for balance.

If the canine is left beyond 5 days from agreed upon pick up date, without other arrangements made and in writing, it is considered abandoned and Fawnda Piner of the Von Haus Piner Kennels is considered full owner with all rights thereof. 50% of paid purchase price will be refunded.

BUYERS AGREEMENT

- I agree that the puppy is being bought for myself and will not be sold, adopted, or given to another party, without notifying Breeder/Seller and giving Breeder/Seller the option of taking the puppy/adult back. This includes relatives, friends, neighbors, or strangers, unless Breeder/Seller has been given first choice through Buyer notifying breeder in writing and giving breeder the option of taking the puppy/adult back. If there should be a tragedy of the Buyer, such as a death or physical inability to care for this puppy/adult, then the breeder is to be given first choice through Buyer, or agent of Buyer, of taking the puppy/adult back. If any part of the above section comes to pass and the Breeder/Seller takes the puppy back, then Buyer will sign off/over all AKC papers, information, and health records of puppy/adult.
- I agree that this puppy is to be a companion animal. The dog will live inside my home, not outdoors.
- I agree that this dog is never to be kept regularly chained.
- I agree to care for the puppy in a humane manner and be a responsible animal guardian. This includes supplying a high-quality food, water, shelter, attention and necessary veterinary medical care.
- I agree to keep puppy current on all vet care, including shots, de-worming, and heartworm treatment.

I understand that Fawnda Piner of the Von Haus Piner Kennels makes no guarantees about the puppy's temperament and is not responsible for future damages or injuries caused by the dog.

I understand that puppies sold with full registration status are not to be bred until 24 months of age and the following required test have been performed and are recorded on the OFA Website:

- OFA Hips, (score of Good or better)
- OFA Elbows (score of Normal), and
- OFA Cardiac Evaluation.

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Thyroid and OFA Ophthalmologist Exam are recommended but not required.

Non-Breeding Provision for Pet Purchase

The Buyer does hereby agree to not allow this Dog to be used for breeding whether intentional or accidental. The Buyer further agrees that any violation of the non-breeding terms of this agreement would constitute a breach of contract. Should such a breach occur at any time then liquidated damages in the amount of the difference in price between companion and breeding animals will be assessed. The difference in price is declared as triple the amount of the purchase price stated on Page 1 of this agreement.

Breed Provision for Full Registration Purchase

The Buyer does hereby agree to not breed this Dog prior to 24 months of age or is bred without passing required health testing stated above whether intentional or accidental. The Buyer further agrees that any violation of the breeding terms of this agreement would constitute a breach of contract. Should such a breach occur at any time then liquidated damages in the amount of the difference in price between companion and breeding animals will be assessed. The difference in price is declared as triple the amount of the purchase price stated on Page 1 of this agreement.

I agree that any and all legal disputes that may arise regarding this dog and contract will be handled in Wood County Texas; the county of residence for the Von Haus Piner Kennels. If a court finds one provision unenforceable or voids parts, the other parts remain in full force.

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