



Gracelynn Danes and Cavaliers

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Limited Registration Sales Contract

(This is a legally binding contract- seek advice if you do not understand any portion herein)

1. Parties and Mailing Addresses: Gracelynn Danes and Cavaliers (the “Breeder”) agreed to sell and Name: _____ Phone: _____ Address: _____ City: _____ State _____ Zip Code: _____ (the “Buyer”) agreed to purchase a purebred Cavalier King Charles Spaniel breed described below upon the terms hereinafter set forth.

2. Description of Puppy: The Cavalier King Charles Spaniel puppy is identified as follows: The Buyer will receive a (_____) Cavalier puppy born _____ (D.O.B.) Microchip # _____.

The Puppy is an offspring of the following Sire and Dam:

- **AKC (Tri-Color) Cavalier King Charles Spaniel Sire**(_____);
- **AKC (Blenheim) Cavalier King Charles Spaniel Dam** (_____)

The use of the term “Puppy” to describe the dog that is the subject of this Agreement is not intended to suggest or imply that this Agreement shall be binding and enforceable only until such dog reaches maturity. The Breeder warrants that the Puppy is a purebred Cavalier King Charles Spaniel, offspring of the previously mentioned Sire and Dam.

3. Purchase Price: The agreed purchase price for the Puppy is \$ 500.00 U.S., of which**\$ 500.00 was paid as a retainer simultaneously with the execution of prior Agreement; and \$ _____ has now been paid in full simultaneously with the execution of this Agreement. \$ (_____) **TOTAL**

4. Time for Performance: The Buyer has taken delivery of the puppy at the breeders address between 8-10 weeks of age, at which time the puppy is completely weaned from its mother, on a date and a time mutually agreeable to the Breeder and Buyer. Shipping is not available for our Cavaliers. Puppy must be paid in full by 8 weeks of age.

5. Buyer Representation: The Buyer represents to the Breeder that the Buyer is at least twenty-one (21) years old; that the Buyer has never been cited for, charged with or convicted of violating any animal cruelty law; that Buyer either owns Buyer's residence or has already obtained permission from the owner of Buyer's residence to own a Dog at the Buyer's residence; that, if Buyer is affected or bound by any restriction or condition on the keeping of a dog (e.g., rules and regulations affecting a condominium unit), Seller is not required to refund the purchase price of the Dog.

6. Use of the Dog: The Buyer agrees that the Dog will be used primarily as a family companion dog; will not be sold, given or transferred to any mass-producing kennel (dog mill), animal testing laboratory or other business; and will not under any circumstances be used or trained for activities which are illegal for which the Dog is not suited by reason of temperament or conformation. Buyer agrees not to take this dog to any pet store, Pet Park, or any other place that it may come into contact with sick or infectious animals until **ALL** dog shots have been given. Failure to do so will void any and all Breeder guarantees. The Dog may be used and trained as a therapy dog or as a working dog that performs tasks appropriate to the Cavalier King Charles Spaniel Breed, and may, if eligible, be entered in obedience and/or agility competitions.

7. Puppy's Health at Time of Delivery: Gracelynn Danes and Cavaliers guarantees that the Puppy is free from communicable diseases as appears to the eye and otherwise in good health. The Purchasing Owner will take the puppy to a veterinarian within 72 hours upon arrival at their new home. **This required visit validates this agreement.** If the Purchasing owner for any reason is not satisfied he/she may return puppy for Choice of a puppy of equal quality from a current or future litter within 3 working days of this signed agreement. Return of puppy must be accompanied by:

- a. Written proof from licensed Veterinarian stating the nature of the problem.
- b. All registration papers given at time of sale.
- c. Puppy must be alive in the same condition it was bought.
- d. Courtesy call to inform Gracelynn Danes and Cavaliers of the nature of the problem.

By not adhering to required vet visit this contract is made null and void. The Purchasing Owner is responsible for purchasing, daily care, and veterinary costs of the dog.

Breeder/Seller retains no responsibilities to the puppy other than those specifically mentioned in this Contract. Neither party has liability due to accident or illness nor any disorder that may be caused by environmental factors. Common parasites, (I.E. Fleas, ticks, worms, coccidiosis, mites, etc.) are not cause for replacement. Illness due to the ingestion of foreign objects, food, or chemicals after the puppy leaves the breeder is not cause for replacement. **We accept no responsibility for any of your vet bills.**

Terms of Replacement:

In the event that euthanization of the above referenced dog, before 24 months of age, is deemed to be in the best interest of the animal by a competent veterinarian because of the development of a genetic disease not to include any nutrition related disease as specified above in the warranty. Gracelynn Danes and Cavaliers reserve the right to a second opinion from a vet of their choice. The said dog will be replaced, with one of same or similar quality from breeder's next available litter. All veterinarian costs & shipping associated herein shall be the sole responsibility of the Purchaser. Purchaser (s) Responsibility: (All Puppies) Purchaser acknowledges herein responsibility for maintaining the said dog in a healthy, clean and safe environment for the dog's lifetime. Purchaser further acknowledges responsibility for any and all appropriate medical care that is necessary for maintaining the health and welfare of the said dog (heart worm prevention, vaccinations, flea control, de-wormings, etc.). Purchaser further agrees to update Gracelynn Danes and Cavaliers on dog's progress at least every 3 to 6 months for said dogs first 2 years of life.

8. Breeders Guarantee: Gracelynn Danes and Cavaliers guarantees the puppy for 2 years from date of birth of hereditary and congenital disorders that result in the loss of said puppy. Some genetic defects that are **not life threatening** are not covered. These disorders can include, but are not limited to MVD, Fly Catchers Syndrome and Syringomyelia. In the event of such an occurrence, we will replace your pet if the following conditions have been met:

- a. The pet must be examined by two different vets, one must be approved by the breeder, and a certified statement of the problem must be made available.
- b. Proof of an adequate, high quality food and yearly exams must be made available.

This health guarantee does not cover: hernias, dry eye, heart murmurs (grade 3 or less) under or over bite, un-descending testicles, heat stroke, hypothermia, physical abnormalities caused by injury or illness, parvo, parasites, or behavioral issues; and any other condition not mentioned above is not covered by our Guarantee. Hip and Patella's cannot be guaranteed due to reasons that may create a hip or patella problem are jumping of couch or porch. **This guarantee is for original buyers only and cannot be transferred to secondary parties.**

Gracelynn Danes and Cavaliers guarantees that you will have lifetime breeder support, day or night. We will be available to answer any questions, or assist you with any problems, that may arise in the future. We want you to have a wonderful experience with your Cavalier King Charles Spaniel and will be here to assist you at all steps along the way. Never hesitate to call or e-mail. If it's something we don't have an answer for, we will help you search for a solution.

9. Registration: The Dog will be sold with **AKC LIMITED** registration. All puppies registered are to carry the prefix Gracelynn Danes with the registered name of the dog.

NOTE: By initialing below you agree that if you register your Cavalier King Charles Spaniel that has been sold with Limited AKC Registration with another kennel club (i.e. CKC, UKC, ACA, etc) and if your Cavalier King Charles Spaniel is used for breeding, a penalty of five thousand dollars (\$5,000usd) per such unauthorized registration and breeding shall be imposed upon you, and such penalty shall be payable by you upon demand to the breeder. Should such unauthorized registration and breeding of the said Cavalier King Charles Spaniel result in a litter, you agree you shall pay a penalty of two thousand dollars (\$2,000usd) per unauthorized dog payable by you upon demand to the breeder. _____ (*initials here*)

10. Return Policy: If the Purchasing Owner chooses to give up the dog, for any reason after 3 working days, the Breeder/Seller has first right of refusal. You can be assured that your dog will have a home ready in case of unforeseen happenings if possible. The Breeder will work hard to place your dog into another pet home. If Purchasing Owner chooses to give up dog, the Breeder will owe **NO COMPENSATION FOR ANY REASON.**

RIGHT OF FIRST REFUSAL:

1. In the event that the Purchaser desires to sell, transfer, or otherwise dispose of said dog, the Purchaser grants unto Gracelynn Danes and Cavaliers the Right of First Refusal to take possession of said dog. Such offer of Right of First Refusal shall be given to Gracelynn Danes and Cavaliers in writing, to be sent by certified mail. Gracelynn Danes and Cavaliers shall have five (5) working days to exercise this option. Any transfer back to her shall be accompanied with the appropriate AKC registration papers properly endorsed by the owner. **No cash refunds will be given.**

2. In the event that family circumstances or other emergency require immediate relocation of said dog, it can be returned to Gracelynn Danes and Cavaliers immediately, and she will therefore handle the transfer as deemed appropriate. **All return costs will be paid the owner.**
3. ***Under no circumstance*** shall said dog be taken to an animal shelter or released to a rescue group.
4. It is understood that if the dog is returned for any reason, no cash refunds will be given.
5. If Gracelynn Danes and Cavaliers does not exercise the First Right of Refusal and the dog is sold or given away, all the same terms and conditions apply to the new owner. Gracelynn Danes and Cavaliers reserve the right to approve of the new home.

11. No Other Representations, Warranties or Guaranties: Gracelynn Danes and Cavaliers does not guarantee confirmation, temperament, nor personality, but does, however, state that we breed with these in mind and strive for happy, well socialized quality puppies. No warranties, representations or guaranties are made, given, expressed or implied, except as specifically made herein. To the maximum extent permissible by law, Breeder disclaims all other representations, warranties and guaranties. The Buyer acknowledges and agrees that the Buyer has not relied on any representations, guaranties or warranties which are not specifically made herein.

MISCELLANEOUS TERMS AND AGREEMENTS

1. If the owner should sell, transfer, or give away said dog, with the Breeders prior consent as noted under "Right of First Refusal", all the same terms and conditions as stated in this agreement will apply to the new owner.
2. Waiver of any part of this contract shall be deemed void or invalid under the law, such finding shall not affect the remaining portions of the contract.
3. If found that said dog is being abused or not cared for Breeder has full rights to reposes dog.
4. If a dispute arises out of this transaction, parties agree to conduct mediation and/or arbitration prior to filing a lawsuit. Any lawsuit must be brought in the county where Gracelynn Danes and Cavaliers reside. The laws of the State of Tennessee shall apply to the interpretation of this contract.

SCOPE AND AMENDMENTS:

This agreement embodies the entire agreement between the parties hereto, and supersedes any and all other agreements between the parties in connection with the syndication of the Dog described herein. This agreement may be amended at any time by the consent and signature of all parties in writing, provided that the written document so states that the purpose of the document is to amend this agreement.

This agreement is hereby entered into and wholly executed in the State of Tennessee and litigation arising from any possible breach of this agreement shall be adjudicated in the County of Bedford the State of Tennessee, under Tennessee law. All parties hereby submit themselves to the jurisdiction of said courts. Should any provision of this agreement be held invalid, illegal or unenforceable, the remaining provisions shall not be affected.

ACCEPTANCE:

By signature below, the Buyer(s) and Gracelynn Danes and Cavaliers affirm that they have read and understand this agreement and will abide by the articles of this agreement.

12. Termination: This agreement will terminate upon death of dog referred herein with no further liability, obligation, or encumbrance to the parties in this agreement.

13. Release: The Buyer hereby releases the Breeder and the Breeder's executors, administrators, personal representatives, estate, legatees, devisees, heirs, successors and/or assigns from any and all liabilities, claims, responsibility and damages arising out of, resulting from or relating to any damage, harm or injury (including, but not limited to, injury to a person or damage to property) caused by the Dog after delivery to the Buyer.

This _____ Day of _____, 2018

Seller Signature

Date

Buyer Signature

Date