

**SAVANA’S BOSTON TERRIERS**  
**Sales Agreement**

This Agreement for the Sale of a Boston Terrier Puppy (“Puppy”) is made between Savana’s Boston Terriers of Schriever, Louisiana (“Seller”) and the person(s) (“Buyer”) named in the Buyer Information section of this Agreement. The effective date of this Agreement shall be the date both parties shall have signed this Agreement. The term of this Agreement shall be from the date the agreement is executed through the end of the life of the Puppy that is the subject of this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana.

**IDENTIFICATION OF PUPPY FOR SALE & PRICE**

The Seller agrees to sell this Puppy to the Buyer for the price of \_\_\_\_\_. (“Full Price”). The Puppy that is the subject of this Agreement is identified as follows:

**GENDER**                      Female                       Male                       No Preference

**MARKINGS**                      Brindle/White                       Black/White                       Red/White   
   Fawn/White                       Blue/White                       Champagne/White

**DATE OF BIRTH/DATE OF EXPECTED BIRTH** \_\_\_\_\_

**SIRE** \_\_\_\_\_

**DAM** \_\_\_\_\_

**DEPOSIT BEFORE BIRTH OR DELIVERY TO BUYER**

If this Sales Agreement (“Agreement”) is executed before the Puppy is born or available to leave the Seller, and the Buyer wishes to reserve the Puppy from an existing or future litter, a non-refundable deposit will be required to secure a hold. If the Buyer terminates this Agreement before the Puppy is born or delivered to the Buyer, Buyer acknowledges that no money will be refunded to the Buyer.

The amount of the deposit and the date of its payment are described in the Deposit Paid section of this Agreement.

In the event that no future litters are available from the Seller within one year after the deposit is paid by the Buyer, the Buyer may request a refund of the deposit. This Agreement will terminate when the refund is made by the Seller.

## **FULL PAYMENT DUE**

Complete payment of the Full Price is due when the Puppy leaves the Seller. If a deposit was made as described in this Agreement, the remainder of the Full Price less the deposit is due at the time the Puppy leaves the Seller.

The Puppy will leave the Seller either at 8 weeks if being shipped/flown to the Buyer or when picked up in person by the Buyer, at a time to be agreed between the Buyer and the Seller. Payment shall be made in cash or, at the Seller's sole discretion, any other method acceptable to the Seller.

## **WARRANTIES AND REPRESENTATIONS**

Seller warrants and represents to Buyer that Seller is the legal and true owner of this Puppy and that Seller has unqualified right to sell the Puppy. At the time of sale, this Puppy is considered to be of a quality that meets the standards for pet registration ("Pet Quality") with the American Kennel Club (AKC). Seller offers no guarantee that this Puppy does not have faults that disqualify conformation to the AKC breed standard required for competition, whether presenting at the time of sale or which may arise at a later date.

Seller warrants that this Puppy is in good health and free of communicable diseases at the time the Puppy leaves the Seller. The Puppy will be determined to have been delivered when the Puppy is transferred in person to the Buyer or when the puppy arrives at the Buyer's destination airport if being shipped ("Delivery").

**Warranty against Life Threatening Congenital Defect.** The Seller warrants this Boston Terrier Puppy ("Puppy") for six (6) months from the date of birth against Life Threatening Congenital Defects ("Defects"). A Defect is one that results in death Heart, Liver. If within six months a Defect is diagnosed by a licensed veterinarian, and the Buyer provides proof of such diagnosis from said veterinarian, along with proof of complete and up to date vaccinations and heartworm prevention consistent with the standard of care for age of the Puppy at time of diagnosis, Seller will replace the Puppy purchased with a Replacement Boston Terrier Puppy ("Replacement") of equal value at no charge. No money will be refunded. In the unlikely event of the Puppy's death before or at six months of age, a statement from a licensed veterinarian confirming an autopsy was performed and the cause of death was a Defect will be required before a Replacement will be provided. Costs of veterinary examinations, including autopsy if required, are the responsibility of the Buyer.

This warranty does not cover conditions common to the breed. Entropion, cherry eye, entropies, loose patella, elongated soft palate, and stenotic nares.

Seller makes no guarantee against the development of allergies, internal parasites, demodectic mange, dermatitis or other conditions which may be caused by Puppy's future environment after the Puppy leaves the Seller.

The Seller agrees that the Puppy will be examined by a licensed veterinarian before leaving the Seller's care ("Transfer Exam"). At the time of the Transfer Exam, Seller will ensure that the Puppy has received the appropriate vaccines for the standard of care consistent with the age of the Puppy. The Puppy will receive any de-worming treatment indicated by the veterinarian at the time of the Transfer Exam. However, such de-worming treatment does not constitute a guarantee that the Puppy will be worm-free. Continued care against minor and/or stress induced ailments, such as worms, giardia, and coccidia, are the responsibility of the Buyer after the Puppy leaves the Seller's care. Seller is not responsible for

contagious diseases against which the puppy cannot be vaccinated while in the Seller’s care (either for lack of a vaccine or because it is not appropriate standard of care for the age of the Puppy at the time of transfer). Seller recommends that the Puppy be kept away from dogs with an unknown vaccination history until all vaccinations can be completed for the Puppy, and that the Buyer follow the vaccination schedule recommended by the Buyer’s veterinarian.

**DELIVERY EXAMINATION BY LICENSED VETERINARIAN**

Buyer has 48 hours from Delivery to have the Puppy examined by a licensed veterinarian “Delivery Exam”). Costs of the Delivery Exam are the responsibility of the Buyer. All warranties in this Agreement are null and void if the Delivery Exam is not performed within the 48 hour time limit specified herein. If the Puppy is diagnosed with a Defect during the Delivery Exam, and the Buyer may either keep the Puppy or return the Puppy for a full refund. If the Buyer elects to keep the Puppy, the Buyer waives their rights under the warranty against Defects described herein. If the Buyer elects to return the Puppy for a refund, Buyer shall either ship the Puppy back to the Seller by the same method as shipped to the Buyer or return the Puppy to the Seller in person. The costs to return the Puppy are the responsibility of the Buyer.

**REGISTRATION & USE LIMITATIONS**

Buyer acknowledges by initialing each line below that the puppy sold under this agreement is sold exclusively as a household pet and may be registered with AKC as a pet only. All Pet Puppies must be Spayed/Neutered by 9 months old. Buyer further acknowledges that the puppy may not be shown in any competition for the purposes of judging breed standard (exclusive of agility competitions). The Buyer further acknowledges that the puppy may not be bred or registered with any other canine registration agency inside or outside the US.

- NO BREEDING ( Spayed/Neuter by 9 months) \_\_\_\_\_(Buyer Initials)
- PET USE/REGISTRATION ONLY \_\_\_\_\_(Buyer Initials)
- AKC FULL REGISTRATION ONLY (Breeding) \_\_\_\_\_(Buyer Initials)

**SELLER’S REMEDIES**

Buyer agrees that if the Buyer completes a registration for the Puppy with AKC or any other organization in violation of this Agreement or if the Buyer breeds or shows the Puppy in violation of this Agreement that the Seller may take advantage of any and all of the following remedies:

- Notification of improper registration to any organization with which the Buyer has registered in violation of this agreement
- Notification of improper registration to any organization which may be impacted by the Buyer’s attempt or intent to register, show and/or sell offspring of the Puppy in violation of this agreement
- Refusal of future sales by the Seller to the Buyer
- Any other remedy to which the Seller may be entitled by law
- If any pet puppy owner goes outside this contract with breeding there pet puppy/adult there will be a fine of \$5000.00

**AKC PET REGISTRATION**

At Seller’s sole discretion, Seller will determine whether Seller will complete AKC Pet Registration for this Puppy (“Registration”) or allow Buyer to complete Registration. Seller will check the appropriate box below to indicate who will complete the Registration.

Seller Will Complete Registration

Buyer Will Complete Registration

If the “Seller Will Complete Registration” box is checked above:

- Buyer must provide proof of spay/neuter to the Seller before Seller will complete Registration
- Buyer must provide the information about the Buyer as shown below
- Seller will submit AKC registration on behalf of Buyer
- Seller will ensure completed registration is sent to Buyer (either by Seller or AKC)

If the “Buyer Will Complete Registration” box is checked above:

- Buyer agrees that Buyer must provide Seller with notice of:
  - Completed registration
  - Proof of spay/neuter

**BUYER INFORMATION**

Buyer Name(s)	
Primary Buyer Date of Birth	
Buyer Home Address	
Buyer Phone	
Buyer Email	
Name of Puppy, if known	

**Provide Either One**

Drivers Licenses Number	

The foregoing is so agreed by:

	<b>Seller</b>	<b>Buyer</b>
<b>Printed Name</b>	Savana’s Boston Terriers	
<b>Signature</b>	Savana Williams	
<b>Date</b>		