

Shih Tzu Joy Contract of Sale

Phone : 330/697-6067

Breeding rights are restricted in the contract but if you are a serious Breeder I will take breeding rights into consideration.

Enter into on this _____ Day of _____ 20_____. By Bill Fussaro (Hereinafter known as the BREEDER), and _____ (Hereinafter known as the BUYER).

DOB: _____

Sire: _____ AKC # _____

Dam: _____ AKC # _____

The Shih Tzu Puppy described above is sold for the sum of \$ _____
Payment to be made in full at the time of the transaction on _____.

- A pet PUPPY is defined here to be a Shih Tzu puppy which is in good health at the time of sale, and embodies the characteristics of the Shih Tzu breed . This PUPPY is purebred and is registered with American Kennel Club or the American Canine Association or both.
- **Puppy is to be registered using the breeder's kennel name (STJ) at the front of puppy's name.**
- This PUPPY is registered with a **limited registration**, which will prohibit breeding and registering offspring. (The BUYER agrees this female PUPPY is to be spayed at the appropriate age/ male PUPPY is to be neutered, and veterinarian confirmation of this procedure must be supplied to the BREEDER in order to get registration paperwork in mail from BREEDER.)
- The BREEDER guarantees the above described dog to be healthy at the time of the sale.
- The BREEDER does not assume any liability for any injury to said puppy after delivery.
- The BUYER agrees to have this puppy examined by a veterinarian within 72 hours of delivery. And provide BREEDER with a copy of report. If the puppy is found to be other than healthy by the BUYER'S veterinarian, it shall be returned to the BREEDER immediately, and the purchase price will be refunded. Deadline for this refund is _____;
- All appropriate shots for the PUPPY'S age have been given, and a record of this vaccination history is supplied.
- The BUYER agrees to maintain the puppy's health in good condition, and to provide yearly examinations, vaccinations, heartworm test, and any other usual procedures necessary to assure good health.
- The BREEDER has done everything possible to produce healthy sound puppies by raising the puppies in the best way possible in regards to diet, exercise, socialization and veterinary care.
- There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc.. The BUYER assumes the responsibility to carry on with the appropriate vaccinations, exercise and feeding schedule, as supplied by the BREEDER. *MOST PARTICULARLY, the BUYER agrees to keep the puppy slim throughout it's normal growth period.* The BREEDER can offer no further guarantees once the care of the puppy is no longer under their control.
- **No refunds are given for any reasons.** Colors can change and sizes are our best estimated guess. We are very firm about the refund policy, so please do not ask to have your money refunded, as it is stated many times in this contract.
- We guarantee the health of this dog for a period of 72 hours from date of purchase for communicable disease, and up to 1 years of age for life-threatening disease. To maintain this guarantee, puppy must be vet checked 72 hrs of purchase date. If this puppy is not checked within 72 hours of purchase date, this contract is null and void. In the event said puppy has any life-threatening disease, a letter from the examining vet and puppy must be returned to Shih Tzu Joy within 1 week of vet exam for exchange of puppy. Failure to provide a letter voids the contract. Shih Tzu Joy does not pay for any veterinarian costs or fees.
- Umbilical Hernias and tight nostrils are very common with the Shih Tzu breed. They are neither life threatening nor genetic hereditary. Shih Tzu commonly snort, snuffle , snore. A clear discharge is normal, especially when the puppy is teething. Tight nostrils are very common and normally open and correct as your puppy matures. Open Fontanelles (soft spots in the skull) are also common, and close as your puppy

matures. It is up to each new pet owner to decide if they would like to fix an umbilical hernia at the time of spay or neuter. I do not cover any type of vet bills, the decision to fix a umbilical hernia is up to the new owner. From time to time a litter does not get the dew claws removed.

- This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the parties. This agreement may not be changed orally but only by an agreement in writing signed by both parties and stated to be an amendment hereto. All Legal Fees, Collection Agency Fees, or any other fees, which would incur to enforce this contract, will be the SOLE responsibility of the BUYER. The seller/breeder reserves the right to use any collection method available to collect unpaid fees. Seller also reserves the right to terminate this contract at anytime prior to delivery for any reason. Any disputes will be handled in Summit County Ohio at the expense of the buyer.
- By signing / reading this document both parties acknowledge that they have read, do understand and agree with the terms of this contract. Both seller and buyer state that they are of sound mind and are entering into this contract of their own free will at the time of signing. Both parties will receive, and should maintain, a copy of this contract.
- The BUYER agrees that neither h/she nor the BUYER'S estate/executors may sell this PUPPY or transfer ownership of this PUPPY without the BREEDER's knowledge and written consent. If it should prove necessary for the PUPPY to change hands, the breeder has the right at the BUYER's expense to take the said PUPPY back and find a new suitable home for the PUPPY. If the PUPPY must be sold to a third party the PUPPY MUST be sold with Limited Registration if full registration was given, unless you have written consent from the BREEDER. You understand if you breach this contract agreement, the BREEDER will fine you the purchase price of the puppy said above. And will use all means to collect said fine.
- **INITIAL HERE :** _____

BUYER: _____

DATE: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

BUYER Signature: _____

BREEDER Signature: _____

BREEDER: Shih Tzu Joy

Updated 12-26-11

And of course, lifetime support for all questions and concerns.. Also we love updates on how the puppy is doing, pictures... Feel free to EMAIL us at fuss373@gmail.com

****Deposits are nonrefundable****

We require a 20% deposit of the purchase price to hold your puppy. At 7 weeks the puppy must be paid in full or you will lose your deposit and the said puppy will go back up for sale.

SEX (MALE / FEMALE)

AKC # _____

***** This must be signed and notarized prior to the release of named puppy to you *****
NO EXCEPTIONS

STATE OF _____ .
COUNTY OF _____ .

I _____ , being duly sworn, depose and state as follows:

I reside at _____

• I will Have My shih tzu Puppy AKC# _____ that I have purchased from BILL FUSSARO aka Shih Tzu Joy Kennels , be spayed / neutered at my vet or the breeders vet within 6 months from the date of _____.

• I will return a spay and neuter certificate on this puppies record of fixing to BILL FUSSARO via mail or email.

• I understand that if I do not abide by this affidavit I am subject to be taken to court and may lose custody of this dog, or Pay _____ in breeding right fees

• I will not receive registration papers if my dog is not fixed or fixed after day of this agreement.

• I understand if I am adopting this dog under false pretence for another person I will pay _____ in breeder fee, lawyer fees, and court costs.

Further Buyer says not.

Date _____ .

Buyers Signature _____ .

Subscribed and sworn to before me

This _____ Day of _____, 20____ .