



Holly Ashley
626 Westwind Drive, North Palm Beach, FL. 33408
Phone 561-694-9560 Fax 561-694-9609 info@smilehavanese.com

Contract of Sale

This contract of sale is entered into this _____ day of _____, 20____ between Holly Ashley, hereinafter referred as the Breeder/Seller and _____ hereinafter referred as the Buyer. In consideration of the total amount of \$_____ such being the purchase price, a nonrefundable deposit of \$_____ and the remainder of \$_____ to be paid at the time of delivery by cash, money order or cashier's check to Holly Ashley.

BREED: Havanese **WHELPED:** _____ **SEX:** _____ **COLOR:** _____

SIRE: _____ **DAM:** _____

This dog is conveyed by Breeder/Seller and received by Buyer for the sole purpose of being a **Family Pet/Companion** and for no other use. It is understood that dogs sold as "companion" animals must be spayed/neutered prior to dog attaining six months of age. Written proof of sterilization must be provided to Breeder/Seller signed by a licensed veterinarian before dog is seven months of age. Breeder/Seller agrees to provide Buyer with AKC (American Kennel Club) paperwork not later than three weeks after receiving the written proof of sterilization of the dog. If Buyer chooses to register dog with AKC the above referenced dog is to be registered as: Smile's _____.

In the event a deposit was made and there is not a puppy available due to an unforeseen circumstance, then the deposit will be refunded. If a deposit was received for a puppy and if for any reason the Breeder/Seller deems it is in the best interest of the puppy not to be placed with the Buyer, the deposit will be refunded. Puppy does not become property of Buyer until puppy leaves Seller's premises.

If the Buyer fails to abide by the above terms of limited registration, or if the dog is bred--either accidentally or intentionally--the Buyer will, at the Seller's discretion, pay the Breeders/Sellers a fine of \$10,000 (to be donated to Havanese Rescue, minus any expenses incurred by the Breeder) and the AKC registration papers may be destroyed.

This dog shall not be given, sold, leased, or co-signed to any commercial pet shop, retail store, commercial wholesale or breeding kennel, any person employed by or engaged in such a business, or to any institution or individual using animals for any type of experimentation, exploitation, or research.

Breeder/Seller does hereby warrant that the above dog is in good health as of the date of this contract. Buyer may return the described dog within 24 hours after delivery for a refund, or replacement, should it be determined by a Doctor of Veterinary Medicine that above mentioned dog is suffering from a disease, provided that such return is accompanied by a written, signed statement from the examining vet in detail, to include Buyer's name and address, date of examination, breed and age of the dog, and the precise finding of examination. Breeder/Seller shall not be held responsible for any veterinary bills after puppy is delivered.

Breeder/Seller has taken every reasonable precaution to ensure physical soundness and temperament of this dog, including its sire and dam, as they themselves have shown, so far, to be free of any congenital defects on either side. Both parents are health tested and certified with Orthopedic Foundation for Animals (OFA) as well as Canine Eye Registration Foundation (CERF). No evidence of temperamental instability exists with immediate generation on either side. Breeder/Seller guarantees this dog against any life threatening congenital or hereditary diseases for the period of 12 months from the date of birth.

IMPORTANT NOTE: Breeder/Seller does not guarantee any health related issues or loss of life due to reactions caused by vaccinations or flea and tick preparations administered either orally or on the skin surface.

Buyer is to inform Breeder/Seller of any change of address or phone number. Buyer warrants that this dog will remain in his/her sole custody. Buyer agrees that if it becomes necessary to sell or otherwise dispose of this dog, Buyer will notify the Seller before taking such action so that dog may, at Seller's option, be re-purchased by the Seller. Buyer does hereby agree to make this dog a part of the family unit by furnishing proper love, attention, care, healthy diet, regular grooming, vaccination and medical care, plus a minimum of once-yearly routine check-up examinations. Buyer agrees to never be abusive in treatment and not to keep the dog as strictly an outside pet or watch dog. In the unlikely event of evidence of neglect, misuse or abuse of this dog or in case of breach of this contract, Breeder/Seller reserves the right to reclaim possession of this dog. This contract is for the protection of the dog as well as for the protection of Buyer and Breeder/Seller. This contract is legal and binding. By signing this two page document and returning it with the deposit or full payment, Buyer agrees to all the terms set in the above contract. In the event of a dispute, Florida will have jurisdiction over the matter.

WE HAVE READ THIS CONTRACT, UNDERSTAND FULLY THE CONTENTS WITHIN AND ACKNOWLEDGE THE RECEIPT OF THE SAME. WE ARE NOT RELYING ON VERBAL STATEMENTS CONTAINED THEREIN.

BUYER'S NAME: _____

ADDRESS: _____

HOME PHONE: _____ **CELL PHONE:** _____

E-MAIL: _____

SIGNED: _____ **(BUYER)** **DATE:** _____

I hereby transfer this dog described herein to the Buyer on this _____ day of _____

SIGNED: _____ **(SELLER)**
Holly Ashley



Smile Havanese, North Palm Beach, FL 33408
email: info@smilehavanese.com