



5280 Kennels
SALES Contract
www.5280toyratterriers.com
CONTRACT TERMS
303-955-7876

Dogs Name/Puppy 5280
Breed: Toy Rat Terrier
Date of Birth
Color
Sire
Dam
Price _____ Shipping _____
Purchaser's Name
Address
Telephone Number
Purchase Date
Purchaser's Signature
Seller's Signature

Deposits and Payments

1. Any deposits and payments paid will apply towards purchase price of your puppy.
2. Breeder reserves first pick of any litter regardless of your pick of litter. This does not mean Breeder will take pick , it just serves to document Breeder reserves the right to exert the right should she choose to.
3. All payments made towards your puppy including your deposits are NON-REFUNDABLE, please make your decision carefully, this is a lifetime commitment to another life we take very seriously. If your application was approved and you made it this far in the process it was because we felt you were QUALIFIED.
4. Deposits are received on a first come basis. Wait list in the order they were received.
5. Deposits are \$200. Adopting a puppy 5 weeks of age or older must be paid in full at time of adoption, unless prior arrangements have been made.
6. Puppies and Adults will remain available until deposit has been received.
7. Puppy/Adult must be paid in full 3 weeks prior to 8 week old birthday, in the case of adult, 3 weeks prior the shipping date.
8. We reserve the right to refuse adoption/purchase.
9. If your chosen puppy is no longer available due to unforeseen circumstances, you will be offered another puppy of your choice, at market value.
Your deposits and all payments will be applied, If no puppy is available, deposits will be applied to next litters. No refund will be issued.
10. This document serves as a release for the breeder to use all pictures and updates provided as reference and marketing materials on breeder's website/and or marketing materials to show puppy's/ adults progress and for marketing purposes.
11. The puppy/ adult you are purchasing is a house pet, not an outdoor pet, and not should be treated as such.

Waitlist

1. List applicants will be accepted / approved on a first come basis, and your name placed on the appropriate list in the order approved.
2. You can remain on the list as long as you like, if the list you have your name on is born and your choice is not, you have the option to roll on the list until the puppy you like is born. This means you may remain 1st pick, or you, can become 1st pick due to someone else picking ahead of you.

There are Four Wait LISTS

1. Tiny Tot Female
 2. Tiny Tot Male
 3. Toy Female
 4. Toy Male
3. You have to pick a list to be on, you can switch lists, there is a \$25 fee, and you go to the back of the line. Keep in mind often there was just a litter and there is no line, and you can get pick of the litter, just ask.

Health

1. The Seller warrants that to the best of her knowledge this puppy is in good health, does not have any known congenital disorders, and is free from communicable disease at the time of purchase.
2. Puppies/Adults are to the best of our knowledge known to be in good health, puppies/adults with all of their shots can come in contact with communicable diseases between the breeder's home and your home. There is no guarantee against this, and no warranty for this either. Vaccinations do not guarantee immunity. We have taken all precautions to ensure your puppy's health. We will educate you on how to do the same.
3. Shipping pets by ground is risky, the shipper can be immaculate, and come highly recommended, however what about the other dogs they have with? What are they carrying? Very risky. And is the buyer's risk.
4. Shipping by air is risky also, requires a State Health Certificate, good for 10 days. A lot can happen in 10 days to a pet... Many illnesses can develop the vet did not see 5 days before, and now that dog is on a plane with yours, now your pet is exposed. You 8 week old puppy, or 12 week old puppy. Again buyers risk. Breeder can not control what happens to your puppy/ adult once it leaves the security of our care. Breeder does not guarantee against conditions brought on by stress or environmental changes a Breeder can not control. This includes any diseases or parasites your new pet may have come into contact after leaving our care. This can include but not be limited to, Parvo virus, distemper, hepatitis, kennel cough, just to name a few. To ensure your puppy stays in the best possible health we recommend you pick up your new pet, use a puppy pad in the car. Any stops along the way could have been used by other sick dogs and could then infect your dog. We will take precautions, please follow our advice to ensure the health of your pet. (please note this has not occurred to date however we note for you to be aware). We have many recommendations of shipped puppies, and will be happy to offer them to you on request.
5. Breeder does not guarantee against any of these conditions after 24 hrs. of leaving our care. Your puppy has received all of the recommended shots. Keep in mind shots will not keep your pet immune to illness, it just helps. Your pet is not really ready for play with other pets until ALL of the pg.3

Health cont.

recommended shots have been received; this is not complete until your pet is 16 WEEKS OLD! Exposing your pet to other dogs/ places could result in a sick puppy.

6. **Your pet must be seen by a licensed Vet within 48 hrs. of leaving our care ,if a booster is required , it must be administered. INLT_____**
7. **ONE YEAR GUARANTEE AGAINST Patellar Luxation.**
This is the reported in the genetics with the breed Rat Terrier. If this does occur, stipulation of this guarantee requires that the dog be seen by a licensed veterinarian evaluated and documented of the exact condition and outcome of the dog. Seller must receive this written statement from the veterinarian along with the original signed guarantee and registration paper before the buyer receives a replacement puppy of equal or better quality. Seller has the right to get a second opinion to verify the condition of the dog. This guarantee applies to this dog purchased and is not transferable. We have not produced puppies with this genetic condition, nor do we breed adults with the gene.
8. We do not guarantee show/ breeding quality of your pet.
9. **All pets require a health certificate; this is for your protection, to ensure your pet is healthy when it leaves our care. The certificate is \$95.00 Issued by our vet.**
10. Every effort is made to ensure your pet is of the finest quality, selecting only the finest breeding specimens, however we can now guarantee size, color, what ear carriage your puppy will have , what your puppy may throw in offspring or any other similar factor. We will however offer our expertise and knowledge in helping you choose the best puppy or adult for you.
11. **Open fontanel** (open skull) , this condition will only be covered if still open after 1 year. (Our lines have not produced puppies with this condition, and it is common for a puppy to be born this way, and it has to fit through the birth canal, just as a baby is born with an open skull, what is not common is for it to remain open. This is passed down from the Chihuahua.
12. The seller assumes no responsibility for the dog after leaving sellers premises including, but not limited to medical expenses, temperament, mortality, landlord's approval, allergy to animals to customer or customers family, disagreements of family or for any other reason. No financial compensation will be awarded .
13. We feed our puppies only Solid Gold Wee Bits, we recommend the same. A good healthy diet is essential in maintaining a healthy immune system for your pet.
14. Keeping with your worming and vaccination schedule is essential to maintain your puppy's health. Not maintaining your vaccinations voids this contract.

INLT_____

1 Year Replacement Gurantee

1. 5280 Toy Rat Terriers guarantees you puppy to be free from life threatening disease, or Patellar Luxation, making your pet unfit to keep as a pet.
2. If within a year a vet finds you pet has a condition such as this making said puppy unfit as a pet AND a second Veterinarian concurs, Breeder must be contacted by immediately phone 303-955-7876.
3. If no answer, leave a message , call will be returned ASAP.
4. Buyer has to supply Breeder with pictures and letters from both Vets within 48hrs. , stating there is no doubt the condition was acquired while in Breeders care.
5. Letters can be faxed or Mailed to breeder.
6. If buyer chooses not to get a second opinion, all guarantees of this contract are forfeited.
7. If any disclosure was made to buyer prior to purchase _____ it is understood puppy is sold as/is , and this guarantee is forfeited.
INTL_____

Registration

1. The Seller's kennel name "5280 Kennels" shall be listed first on the permanent registration papers of the Puppy.
2. The Buyer must submit the form and fees to Contential Kennel for permanent registration of the Puppy. International Dog Registry is optional.
3. Buyer agrees to notify Seller if the puppy displays ANY genetic defect as determined by a licensed veterinarian at any time during the life of the puppy. INTL_____

This agreement is mutually stipulated to have been entered into in Adams County, Colorado , regardless of where it is signed. Buyer and Seller/ Breeder agree that the proper venue for any legal action taken to enforce the terms and conditions of this agreement shall lie in Adams County , Colorado and this agreement shall be interpreted in accordance with the laws of the State of Colorado. INTL_____

The breeder neither makes nor implies any warranties or guaranties, expressed or implied, other than what is stipulated in this agreement, including without limitation, the warranties of merchantability and fitness. Legal cont.

This document constitutes the entire agreement between breeder and buyer with respect to this sale.

This contract is limited between breeder and buyer.

It is non-transferable to a third party.

Buyer's submission of this form indicates that he/she has read, agrees to and does understand all of the conditions of the Sales Agreement and Contract of Sale. **INTL**

This contract supersedes all previous agreements. This contract is null/void if any of the conditions part of the term or conditions are not fulfilled/breached.

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Jennifer Mason