



Tri-Star Stock Farm Puppy Contract

Breeder: Peyton Fair

(901) 568-3168

www.tristarstockfarm.com

Puppy call name _____ AKC Registration # _____

Sire _____ AKC Registration # _____

Dam _____ AKC Registration # _____

Date whelped _____ Sex _____ Reg. Type _____

Color _____ Microchip ID _____

Buyer _____

Address (city, state, zip included) _____

Phone _____ Email _____

From here on after Peyton Fair/Tri-Star Stock Farm will be known as "seller" and the above mentioned purchasing party will be known as "buyer".

BUYER NEEDS TO READ AND INITIAL BESIDE EACH POINT. READING THIS CONTRACT FULLY AND UNDERSTANDING IT IS THE RESPONSIBILITY OF THE BUYER. IF YOU HAVE ANY QUESTIONS PLEASE ASK BEFORE SIGNING.

- _____ 1.) The seller guarantees that each puppy leaves here in the best health possible and with all age appropriate shots and worming done prior to leaving our premises. The puppy will come with a vet check and cleared for health issues before leaving seller's premises. **The puppy must see a vet within seven (7) days of pickup, weekends and holidays excluded.** If found in poor health the seller will refund the price of the puppy, shipping and veterinary bills excluded. Buyer must present a written explanation of issues by a licensed veterinary to the seller. Puppies that are traveling out-of-state will have a health certificate when they leave the premises. If more than one round of shots is need to be given (the puppy is here for an extended time) the buyer will need to pay for those additional rounds. **We require a written explanation of findings from the veterinarian after the initial exam, whether in perfect health or not, for our records. This must be to us within three (3) weeks of the puppy leaving our care.**

_____ 2.) The seller will guarantee the health of each puppy for **one (1) year**. This is a replacement only guarantee. This will cover any life threatening, fatal, or severely disabling genetic/congenital issues. It will **NOT** cover internal or external parasites, such as worms, giardia, coccidia, etc, communicable diseases, such as kennel cough, parvo (if gotten once in the care of the buyer), injury or death from an accident or carelessness on the buyer's part. **Each puppy must be taken to a licensed veterinarian within seven (7) days of pickup, as previously stated. If the puppy is not checked out in this time frame the buyer is accepting the puppy "as is" at time of purchase and the health guarantee will be VOIDED.** If a condition is found, during the one-year period, the seller must be notified within two (2) days. We reserve the right for a second opinion with a veterinarian of our choosing. After conformation of the health issue the buyer may choose a replacement puppy. The seller DOES NOT require any puppy be given back to us if an issue is found. If there are no puppies available at the time then the buyer will be put down for the first available one when it is whelped. This replacement is good for one year from the time the seller is notified of the health problem. If the buyer does keep the puppy after a diagnosis of genetic issue then the buyer assumes all responsibility for veterinary or medical cost. During the one (1) year period all vaccinations must be provided by a licensed veterinarian, or at the minimum bought at the vet (have a receipt or records to show this). Any medical bills accumulated by the buyer are not the responsibility of the seller. This guarantee is not transferable to another party.

_____ 3.) If the puppy is spayed or neutered before six (6) months of age the client will lose any and all health guarantees that are stated herein this contract.

_____ 4.) The seller will extend the health guarantee to two (2) years if the client meets the following stipulations: 1.) The client must feed their puppy/dog a food that is approved by the seller. 2.) The client must leave their puppy/dog intact, not spaying or neutering until after 12 months of age. 3.) The client must keep their puppy/dog at a healthy weight during the first two years, not allowing them to be overweight or too heavy for their frame and build.

_____ 5.) This health guarantee does not cover genetic testing results. The seller will not replace a puppy based off of any testing done by the buyer. This guarantee is only for an expression of a health issue per a licensed veterinarian.

_____ 6.) Our puppies that are bought on full registration are sold with a guarantee that they will not be sterile or have undescended testicles. Within reason of course,

an older male could become sterile with time as he ages. A reproductive vet must be consulted to weigh in on any issues. If this does happen we will replace the puppy as per our health guarantee, again we do not require the initial puppy be surrendered. **The same 7 days required vet visit is in effect as per the health guarantee or the buyer voids the breeding guarantee.** We do not offer this guarantee, however, to puppies purchased on a pet (limited AKC) basis.

7.) Puppies that are sold on limited AKC rights, pet homes only, are not to be bred for any reason. If we find that a dog sold on limited rights was purposefully bred we will take legal action for the difference in registration cost, for the amount charged on each puppy produced from the breeding and take the matter to AKC. The breach of contract penalty will also be added to the above amounts if legal action is taken. We understand accidents, unplanned litters, can happen, and must be notified within 72 hours if this should occur to prevent the above repercussions. Pet puppies are to be just that, and are not, in any way, shape or form to be bred.

8.) Puppies sold on full, breeding, AKC rights can only produce purebred AKC Pembroke Welsh Corgis. They cannot be used to produce mixed or designer breed puppies. Merles, bluies, fluffs, and "whitelies" are considered serious faults and should not be bred. Furthermore, all future puppies produced must be sold on a spay/neuter contract (limited AKC registration). If a client misuses the dog to intentionally produce puppies that are outside of the breed standard or who are used for breeding purposes, they are incurring the breach of contract, plus a minimum of an additional \$1,000 penalty for misuse of our lineage.

9.) If for any reason the buyer is unable to keep the puppy purchased at any point in its life it is agreed that the seller will be contacted first and that the puppy will be returned to the breeder as soon as a meeting or transport can be arranged. We will gladly take back any puppy we whelp for any reason, no questions asked. We NEVER want any of our puppies to end up in a shelter/rescue. No puppy will be rehomed, placed, or otherwise surrendered without Peyton's/Tri-Star Stock Farm/seller's expressed consent.

10.) The seller may refund part of the purchase price if returned, however, if any, will be on a case by case basis. The refund will take place once the puppy/dog has been placed in its new home. The puppy/dog's age, condition, health, vetting etc. will all play a role in the amount we refund.

- _____ 11.) The seller cannot guarantee adult coat color, size or disposition. We will, to the best of our ability, tell you the correct coat color at time of deposit and purchase. We can guess at what size they will mature to based off of parents stature but this is not a guarantee of what they will actually mature to. Each puppy will be started off well socialized and exposed to many different scenarios while in our home. Once they leave our home, however, we can no longer control their surroundings and therefore we can't guarantee their disposition. Your puppy needs to consistently stimulated, exercised, socialized and well taken care of to become the best adult they can be. All of our adult dogs have wonderful dispositions and there is no reason their puppies won't with a nurturing environment.
- _____ 12.) The seller will provide the buyer with the correct AKC paperwork for registration along with a copy of this contract within thirty (30) days of receipt of the veterinary exam as described above.
- _____ 13.) If neglect or abuse of the dog or any animal in the buyer's possession is found/suspected/reported, the seller reserves the right to contact local law enforcement to investigate the issue and if these conditions are confirmed, the seller may remove the dog from the situation and pursue any action deemed necessary by local law enforcement.
- _____ 14.) All puppies are microchipped with AKC reunite. The seller is to be retained as the secondary contact on this enrollment for the life of the puppy.

This contract represents any and all agreements between the Buyer and Seller. No other agreements or promises, verbal or implied are included unless stated herein. This is a legally binding contract between the two above and below mentioned parties. Any legal disputes will take place in Tipton County, Tennessee. If this contract is breached/purposefully/maliciously broken in any way, Peyton Fair reserves the right to take legal action for breach of contract. The minimum penalty for any blatant and purposeful disregard for our agreed upon terms or breach of the above signed contract is \$1,500. The buyer acknowledges this penalty and agrees to the full terms in this contract.

Buyer Signature _____ Date _____

Seller Signature _____ Date _____