

# *Colorado's Finest Kennels and Ranch*

Elizabeth, Co 80107

303-358-7959

coloradosfinestsportingdogs.com and cofinestsmalldogs.com

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Colorado's Finest Kennels and Ranch SALES CONTRACT

(herein referred to as "Breeder")

- 1) Ownership - If, for any reason, \_\_\_\_\_ ("Buyer") is unable to keep the puppy or dog or is unable to care for the puppy or dog he or she agrees to return the animal to Breeder in good health.
- 2) No Refunds - Buyer and Breeder agree that no Refunds will not be given at any time except as noted in #3.
- 3) Medical Exam - Buyer agrees to take their pup to a veterinarian to be examined at the Buyer's expense within 72 hours of purchase. At that time if the pup diagnosed with a severe disease or other untreatable medical condition Buyer may return pup for either a full refund or a replacement puppy of equal value. To be eligible for the refund or replacement Buyer shall provide a written statement from the licensed veterinarian diagnosing the specific health condition. Conditions such as Coccidia, Giardia or other bacteria overgrowths, may be brought on in stressful situations such as a new home or new food does not qualify for refund or replacement.
- 4) Medical Expenses - Buyer agrees that Breeder assumes no responsibility for any future veterinary or other medical costs including but not limited to:
  - a) the cost of the mandatory spay or neuter once the puppy reaches the proper age.
  - b) all veterinarian recommended vaccinations
  - c) heartworm testing and the preventative
  - d) all other proper veterinarian attention
- 5) Family Member - Your puppy is a family pet who:
  - a) should never to be tied outdoors or left unattended;
  - b) shall be provided ample amounts of water and fed a premium diet;
  - c) abuse or severe neglect may result in the removal of the dog from the abusive environment;
  - d) Buyer must provide appropriate environment for puppy;
  - e) pup shall not be over-exercised or allowed excessive jumping;
  - f) proper food is an integral part of the development of the skeletal system thus the pup shall be fed only premium puppy food until at least one-year of age (low-grade commercial puppy food does not provide adequate nutrition and feeding a pup adult dog food can damage the development of your pup).
- 6) Vitamins - Buyer agrees to buy and distribute NuVet Plus K-9 vitamins to puppy for 24 months. The phone number to NuVet is 1-800-474-7044. Use the order code 13265. **If vitamins are not ordered within 30 days of receiving puppy the two year health agreement is null and void.**

- 7) Dysplasia Guarantee - Breeder guarantees pups against genetic health disorders or severe crippling hip dysplasia, causing the death, or making necessary euthanasia of dog until two years of age. In the event of suspected severe crippling dysplasia or subaortic stenosis, Buyer must:
  - a) notify Breeder in writing;
  - b) submit an x-ray to the Orthopedic Foundation for Animals (“OFA”) for their evaluation;
  - c) instruct the OFA to submit their findings by mail to Colorado’s Finest Kennel and Ranch, 905 Private Road 112, Elizabeth, CO, 80107;
  - d) if OFA finds crippling defects Breeder may submit finding or have the dog examined by a veterinarian of her choice to verify OFA findings;
  - e) if a veterinarian recommends that a dog be euthanized due to severe or crippling disease Breeder must be notified and provided an opportunity to have the dog examined by a veterinarian of her choice; failure to provide an opportunity for Breeder examination and verification voids any warranty;
  - f) euthanasia or any recommended surgery shall be performed at the owner’s expense;
  - g) if required breeder agrees to replace puppy of equal quality at breeder’s convenience;
  - h) all transportation costs and veterinary expenses are the buyer’s responsibility;
  - i) Breeder assumes no responsibility for any veterinary medical expenses.
- 8) No Breeding - Buyer shall not use pup for breeding purposes.
- 9) No Other Warranties - Since it is impossible to predict the future development of a puppy, there are no other warranties or guarantees written or implied.
- 10) Attorney fees - In the event that Breeder must obtain legal assistance based on the terms or conditions of this agreement any other reason arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.
- 11) Forum and Jurisdiction - This agreement shall be construed under and in accordance with the laws of the State of Colorado, Buyer consents to resolve any legal action in the State Courts of Colorado and County of Douglas.
- 12) Legal Construction - In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.
- 13) Returned Checks – Buyer will pay **\$35.00** for each check which is returned by the institution on which it is drawn for any reason.
- 14) Entire Agreement - This instrument constitutes the entire agreement between the parties it shall not be amended, altered, or changed except by a written agreement signed by all parties hereto.
- 15) AKC parent information is provided only for purebred puppies that are eligible to be registered through AKC.

Please initial the following:

\_\_\_\_\_ Buyer has received a copy of the Sales Contract.

\_\_\_\_\_ Buyer has either purchased recommended puppy food or taken home a sample of sample puppy food.

\_\_\_\_\_ Buyer agrees to the sales contract in its entirety.

\_\_\_\_\_ Buyer has received a health record which includes a vaccination and medical treatment history.

\_\_\_\_\_ No Refunds after completion of the initial satisfactory health or after three days if health check is not performed.

Sire: \_\_\_\_\_ AKC# \_\_\_\_\_

Dam: \_\_\_\_\_ AKC# \_\_\_\_\_

Gender of Pup: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Litter Registration # \_\_\_\_\_

Color of Pup : \_\_\_\_\_

Buyer (Buyers) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Buyers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Breeders Signature: \_\_\_\_\_ Date: \_\_\_\_\_