

SALES CONTRACT AND RECEIPT OF SALE

THE SALE OF THIS PUPPY IS PURSUANT OF ARTICLE 35-D OF NEW YORK'S GENERAL BUSINESS LAW.

Definitions used herein include:

"BUYER" shall herein be defined as: [REDACTED]

"BREEDER" shall herein be defined as: **Eric Murphy**

"PUPPY" shall herein be defined as: [REDACTED]

PAYMENT

Acceptable payment methods are cash, Venmo and Western Union. Personal/Bank/Cashier checks and PayPal are NOT accepted. Payment is due **IN FULL** before or during puppy pick up. If payment is not received in full, puppy will not be given to buyer.

PUPPY HEALTH GUARANTEE

To our knowledge this puppy has no known diseases or illness of any congenital or hereditary condition that adversely affects the health of the pup at the time of sale and this pup has been vet checked by the breeder to verify such. A copy of the vet's examination form has been provided to the buyer. All puppies come preregistered with AKC reunite lifetime membership.

Pups have had their first vaccination and have been dewormed (copy of all medical history has been provided to the buyer).

We recommend that buyer checks stool sample at first vet visit for parasites and continues deworming schedule as recommended by vet.

IF THE PUP DEVELOPS BILATERAL SEVERE HIP DYSPLASIA AS DIAGNOSED BY THE ORTHOPEDIC FOUNDATION FOR ANIMALS (OFA) AND IS CERTIFIED AS SUCH BY THE OFA BEFORE THE PUP REACHES THE AGE OF **12 MONTHS** AND THE BREEDER IS NOTICED WITHIN **3 CALENDAR DAYS** OF THAT DIAGNOSIS, A REPLACEMENT PUPPY WILL BE GIVEN OF THE SAME SEX FROM A LITTER OF THE **BREEDER'S CHOICE** WHEN ONE COMES AVAILABLE.

No replacement puppy will be provided until proof of the condition by the OFA has been provided AND the puppy has been spayed/neutered, and a certificate of proof has been supplied to the breeder. Spay/Neuter certificate MUST include puppy's microchip number AND registration papers must be returned to the breeder.

Buyer agrees to give OFA the right to speak with the breeder regarding the results of the X-Rays. If X-Ray results are inconclusive, buyer agrees to re-X-ray the dog at their own expense at the breeder's request.

If in the **FIRST YEAR** of life the puppy dies due to a veterinary proved genetic defect or is evaluated by a licensed veterinarian to have a genetic condition in which euthanasia is required, breeder is to be notified of such condition within **24 HOURS** of diagnosis with written proof.

If puppy dies before a veterinary evaluation a necropsy must be performed at Buyer's expense and all paperwork with referenced microchip number must be provided to breeder.

If breeder determines no alternative to euthanasia is available a replacement pup will be given when one becomes available **AFTER** proof of euthanasia referencing puppy's microchip number is provided by a licensed veterinarian.

If a replacement pup is to be given, buyer understands they are responsible for all transportation costs of the replacement puppy which include: Microchip, Health Certificate AND Airline/Shipping costs.

IF THE PUPPY IS USED FOR BREEDING PRIOR TO THE END OF THE GUARANTEE (12 MONTHS) THE **GUARANTEE ENDS** AT THE TIME OF BREEDING.

OUR PUPS MUST CARRY THE MGA PREFIX ON THEIR AKC REGISTRATION.

Buyer understands that if they do not register the puppy with the MGA prefix, they forfeit all health guarantees, except those covered by law, at time of registration. Any despite of payment, either holding fee or final, will result in forfeit of all health guarantees not covered by law.

NO OTHER GUARANTEE IS OFFERED AND NO CASH REFUNDS WILL BE ISSUED OTHER THAN WHAT IS SET FORTH IN WRITING HEREIN OR REQUIRED BY NYS GENERAL BUSINESS LAW ARTICLE 35-D.

If at any time during the first 10 days the buyer regrets purchasing the puppy, the puppy may be returned to the breeder for a refund of \$1,500 after it has been cleared by breeder's vet.

BUYER AGREES:

- To notify the breeder if they can no longer care for the puppy. This puppy cannot be transferred to a third party without written consent from the breeder. The BUYER furthermore agrees that if at any time the Buyer cannot take proper care of the puppy, the BUYER must contact the BREEDER and the BREEDER will have the first choice to either: (a) take the puppy back or (b) assist the BUYER in finding a suitable home for the puppy.
- This contract applies to the original buyer only and is non-transferable to a second party.
- Buyer agrees to inform breeder of any health issues that might arise in said puppy so breeder can work to eliminate them from the breed. Buyer agrees to forward vet statements to the breeder explaining these health issues.
- To maintain the puppy's health in good condition, and to provide yearly examinations, vaccinations, flea and tick prevention and any other usual procedures necessary to assure good health.
- Will not keep the puppy permanently chained or tethered or permanently house the puppy in a kennel.
- If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.
- It is Buyer's responsibility to raise, train, discipline and socialize the puppy. Breeder is not responsible for any training, socializing, corrective surgery, cosmetic surgery, shots, euthanasia or spay/neuter costs.

The BREEDER does not assume any liability for any injury to said puppy after delivery.

The BREEDER has done everything possible to produce healthy sound puppies both by breeding only dogs (parents) that are certified free of hip and elbow dysplasia, and by raising the puppies in the best way possible in regards to diet, exercise, socialization and veterinary care.

NY Law

Under New York State law, consumers who purchase sick dogs or cats from commercial pet stores or breeders are entitled to their choice of a refund, exchange, or reimbursement of veterinary costs within 14 days of the sale or receipt of the written consumer rights notice from the seller, whichever occurs later. A 2013 amendment to this "Pet Lemon Law" added a provision for the case of hereditary/congenital deformities which adversely affect the health of the animal, in which the consumer has 180 days to receive a refund, exchange, or reimbursement for licensed veterinary services.

Types of Illness

Dogs or cats which are certified by a licensed veterinarian as "unfit for purchase" due to illness, hereditary/congenital deformities which affect the animal's health, or a contagious or infectious disease, are covered by this law. Intestinal parasites are not grounds for declaring the animal unfit for sale unless it is clinically ill due to the condition. An animal may not be found unfit for sale because of an injury sustained or an illness contracted after the consumer took possession of it.

Your Refund Rights

If the animal has been certified as "unfit for purchase," the dealer must offer the consumer:

- (a) the right to return the animal and receive a refund of the purchase price including the sales tax and "reasonable" vet's costs directly related to the vet's certification that the animal was unfit for purchase for one of the specific reasons prescribed by this law. Or:
- (b) the right to return the animal and receive and exchange animal of the owner's choice of equivalent value plus the "reasonable" vet's costs as described in paragraph (a) above. Or:
- (c) the right to retain the animal and receive reimbursement by the dealer for the "reasonable" amount charged by a licensed vet of the consumer's choosing for curing or attempting to cure the animal. Such reimbursement cannot exceed the purchase price of the animal. It cannot include any fee not directly related to the certification of the animal's unfitness for purchase.

Time Limits Prescribed By Law

1. The consumer must have secured a certification of unfitness for purchase from the vet within 14 business days following the sale or receipt of the printed consumer rights notice which sellers are required to provide, whichever occurs later, in the case of illness or contagious or infectious disease. The time period is extended to 180 calendar days following the sale or receipt of the printed consumer rights notice, whichever occurs later, in the case of a hereditary/congenital deformity adversely affecting the animal's health
2. The consumer must present the vet's certification of unfitness to the dealer within 3 business days of receipt from the vet.
3. The business must make the required refund or reimbursement no more than 10 business days after receipt of the veterinarian's certification from the consumer.
4. A seller may contest the consumer's demand for a refund, exchange or reimbursement by requiring the consumer to produce the animal for examination by a licensed vet designated by the dealer. After this examination, if the consumer and dealer cannot reach an agreement on one of the options in (a), (b), or (c) above within 10 business days of the dealer's receipt of the animal for examination, the consumer has the right to initiate an appropriate court action to obtain a refund, exchange and/or reimbursement.

Sellers Must Provide a Printed "Consumer Rights" Notice

The seller must provide a certified (signed) printed notice to the consumer at the time of sale. This information includes, but is not limited to, a description, including breed of the animal; the date of purchase; the name, address and telephone number of the consumer; and the amount of purchase. This notice may be contained in a written contract, animal history certificate, or a separate document. The notice must also include any known diseases, illnesses, or hereditary/congenital conditions adversely affecting the animal's health, which is subject to confirmation by a licensed veterinarian.

MURPHY'S GUARDIAN ANGEL ROTTWEILERS
716-913-6826

6491 YOUNGER RD

BLISS NY 14024

ROTTWEILER PUPPY MICROCHIP NUMBER _____

WHELPEL ON _____

SIRE _____

DAM _____

MALE _____ FEMALE _____

COLOR _____

FULL AKC REGISTRATION (BREEDING) _____

LIMITED AKC REGISTRATION (WORKING-Therapy/Home or Business Security) _____

REGISTRATION PAPERS PROVIDED AT THE TIME OF THE SALE _____ REGISTRATION

PAPERS WILL BE FORWARDED TO THE BUYER WHEN WE RECEIVE THEM AND/OR DATED & SIGNED

CONTRACT HAS BEEN RETURNED _____

Seller has 60 days to forward AKC Registration papers from date listed on this contract at seller's cost.

PUPPY IDENTIFIED BY BUYER (INITIALS) _____

BY SIGNING BELOW, I AGREE TO ALL TERMS OF THIS CONTRACT AND HAVE TAKEN POSSESSION OF THE ABOVE DESCRIBED PUPPY. MY SIGNATURE ALSO CONFIRMS THAT I HAVE RECEIVED ALL DOCUMENTS LISTED BELOW REQUIRED BY NYS LAW TO BE PROVIDED TO ME BY THE BREEDER AT THE TIME OF PURCHASE. I HAVE RECEIVED THE:

SALE OF DOGS AND CATS NOTICE
INFORMATION STATEMENT
DISCLOSURE OF ANIMAL PEDIGREE
PEDIGREE REGISTRATION DOCUMENTS
INFORMATION ON THE VALUE OF SPAYING AND NEUTERING
RABIES INFORMATION SHEET
RABIES VACCINATION CERTIFICATE IF APPLICABLE (OVER 12 WEEKS)

DATE _____

SALE PRICE _____

SALES TAX _____

TOTAL PURCHASE PRICE _____

BUYER'S NAME _____

BUYER'S ADDRESS _____

BUYER'S PHONE NUMBER _____

BUYER'S SIGNATURE _____

BREEDER'S SIGNATURE _____

***Contract valid when signed by Eric Murphy or Barbara Murphy as agent