



Phallen Farms Miniature Dachshunds
dba
FloriDachs Miniature Dachshunds

1

SALES AGREEMENT CONTRACT & HEALTH GUARANTEE

This contract and bill of sale is provided by FloriDachs Miniature Dachshunds.

This is certify the sale of one **M F** Dachshund on _____,

To: _____

For the total sum of \$_____

(not including shipping costs)

Shipping Costs \$_____

(include airfare, travel crate and Vet Health Certificate)

DESCRIPTION OF DOG:

Date of Birth: _____

Place of Birth: Breeder's Home

AKC Litter Reg.:_____

This Canine is sold with:

Full Registration Limited Registration Pet Only (No Registration)

Breeders Name: Teresa L. Phoenix

Breeders Address: 991 Donegan Road Largo, FL 33771 Phone (727) 798-2596

CONDITIONS OF SALE:

We guarantee this puppy is in good health, to the best of our knowledge, at the time of sale. A licensed veterinarian has checked the puppy and issued a health certificate prior to leaving Breeder/Sellers possession verifying the health of said puppy. This Canine is purebred with AKC Registered Parents and embodies the characteristics of the breed named above. FloriDachs Miniature Dachshunds goes to great lengths to produce healthy, sound puppies. Puppies bred at FloriDachs Miniature Dachshunds carry a one year, from time of Birth, Health Guarantee against any **life threatening** genetic defects.



No guarantee is made as to the disposition, conformation, color, size, or breeding ability of our puppies/dogs. It is impossible to accurately determine the EXACT adult size or color of any puppy. Size and color estimates are based on both of the parents. Breeder makes no guarantees or warranties, express or implied, regarding the puppy's size or color or conformation. We do not guarantee you will be able to show the dog. **No cash refund** will be given under **any** circumstances: only replacement puppies will be given if necessary - per this contract, as long as FloriDachs Miniature Dachshunds is still breeding.

PURCHASER ACCEPTS AND HEREBY ACKNOWLEDGES:

RESPONSIBILITY FOR THE FOLLOWING:

Failure to do the ANY of the following will constitute a void of the guarantees contained in this contract by FloriDachs Miniature Dachshunds.

1. The buyer **MUST** have puppy examined by a licensed veterinarian at the buyer's expense within 48 business hours (excluding weekends and holidays) of pick-up or delivery for this contract to be valid, unless otherwise discussed and noted **in writing** on this contract. All puppies will be vet checked and have required vaccinations prior to going to their new homes. They will come with all necessary paperwork and a Florida State Health Certificate with all current vaccines listed at time of sale.

2. If a serious **life threatening** health problem is noted during the above examination, seller must receive a written statement from buyer's veterinarian within 48 business hours from date of examination. Upon verification by seller's veterinarian of stated health problem, puppy must be returned to seller unless otherwise agreed by seller **in writing**. When available, the buyer will be provided with another puppy of the same sex, quality and value and no cash refunds will be given under any circumstance. **No replacements will be given due to problems that result from buyer neglect.**

However, if neglect is noted, buyer agrees to return dog to seller, money non-refundable.



3. Although we try to predict mature size of our pups, we do not guarantee it. If breeding rights is purchased, we cannot guarantee that male or female pups will be able to reproduce.

3

4. We do not guarantee against hypoglycemia. It is your responsibility to make sure your new baby is fed properly and given the proper rest a newborn requires.

5. If for whatever reason you cannot keep your puppy (e.g. allergies; moving; etc.) please return the puppy or contact us and we will help you find a loving home for it. We ask that you do not take the puppy to a pound. Moneys are non-refundable. FloriDachs Miniature Dachshunds have first right of refusal, but I will always take back my puppies!

6. According to the Florida Statute, Breeder is not responsible for any disease contributed to non-performance of new Owner to give shots and ensure health. Parasites can be picked up anywhere after leaving the breeder, which can include but are not limited to Coccidia. Puppies **cannot** be guaranteed against hip dysplasia as it is not always hereditary and can happen due to injury, accidents, obesity, falling, jumping, environment, etc. Please remember, your puppy is like a baby, he/she will need your guidance and training to make him a wonderful member of your family.

7. Breeder is not responsible for any condition contributed to by the new owner intentionally or accidentally, including but not limited to organ damage (liver and/or kidney, stomach or heart issues), intestinal blockages or other maladies due to the consumption of foreign body items included but limited to items such as toys or socks including toxins found in plants or materials in the local flora/fauna including but not limited to acorns, azaleas, mistletoe, foxglove or **any** items within or around the owner's home/environment which may cause toxicity or blockage.



8. If the purchaser's Veterinarian finds cause for the return of the puppy for any non-treatable **life threatening** health reason, seller must be informed within 48 hours of purchase and puppy must be returned to Breeder/Seller within 48 hours after said examination with registration papers. Puppy will be returned to the breeder at the **buyer's expense** and Breeder/Sellers Veterinarian shall be allowed to examine said puppy. Provided both Veterinarians agree that there is reasonable cause for the return of the puppy due to non-treatable **life threatening** health reasons, which existed **at time of purchase**, and further provides evidence that the puppy has been properly cared for while in purchaser's possession, seller will replace the puppy originally purchased with another puppy of equal value when one becomes available at the Breeder's/Seller's discretion.

* If the canine is found to have a **severe life threatening genetic defect**, resulting in the puppy's death, a necropsy must be performed to determine the cause of death. The exam is done at the **Buyers expense**. Failure to do so voids the contract.

Breeder/Seller is in no way responsible for payment of any other medical or veterinary expenses. The Buyer understands that the Breeder/Seller offers **no cash refunds**, if Buyer rejects a replacement puppy, all sales become final. Under **No Condition** will the Breeder replace this canine, where the Breeder was not advised of its being ill beforehand, or euthanized without the Breeder's permission.

*Common parasites, fleas, ticks, worms, mites, coccidia, giardia, etc. are not cause for replacement, as they are **not genetic problems**. The breeder will **NOT** pay associated vet bills that may occur from any of these items, regardless if the puppy had any of these items at the time of purchase and possession. FloriDachs Miniature Dachshunds makes **every** effort to make sure that your PUPPY is healthy and free of parasites at the time of sale and provides **all required health documentation** at the time of sale to support this claim.

Many of the items noted above (parasites included), are a result of **stress** from going to a new home and do occur when a PUPPY has otherwise been healthy at its breeder's home. Most puppies have worms, and you or your veterinarian should not be surprised if your puppy does develop them after leaving the breeder's home. Although we



worm on a regular schedule, as the veterinarian recommends, we **cannot guarantee** that your puppy will free of **all** worms when you get it home.

5

The Breeder/Seller makes no warranties or guarantees, express or implied, other than those written in this agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Breeder/Seller and the Buyer with legal respect to this sale.

In the event of litigation of any kind, the venue and jurisdiction shall be exclusively in the Breeder/Seller's Court (Pinellas County) and State (FL) and any and all legal fees arising from said litigation shall be **paid in full by the Buyer**.

I (buyer) have read, understand, and agree to these terms and limitations. I (buyer) consider this to be a legally binding document/contract. I have also been given a copy of FL Statute 828.29 - Dogs and cats transported or offered for sale; health requirements; consumer guarantee. I have also read, signed and been given a copy of the WAIVER agreement.

Possession of the described puppy by its new owner implies **full agreement** with this contract and makes legal the agreement and its conditions for the sale of this puppy as listed in its entirety.

Date Bound & Signed: _____

Buyer's Printed Name:

Buyer's Signature:

Breeder/Seller's Signature:

Teresa L. Phoenix (Breeder/Seller)