

# SALES CONTRACT

This agreement made on the date of \_\_\_\_\_ between:

**Seller:**

Elainea Allen (**DBA Yorkies by Elainea**)  
10767 Oak Lawn RD Parks, AR 72950  
(479) 577-2650

**Buyer:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Upon payment of the sum of \$ \_\_\_\_\_ paid by Buyer to Seller (the "Purchase Price"), Seller grants, sells, conveys and transfers ownership of the following Yorkshire Terrier dog or puppy (the "Dog") to Buyer:

Name \_\_\_\_\_

DOB \_\_\_\_\_

Parents \_\_\_\_\_

**Buyer and Seller agree to be bound by the following Terms and Conditions governing the purchase and sale of the Dog.**

**1. Deposit and Retainer**

Buyer has paid a non-refundable deposit of \$ \_\_\_\_\_, with payment of the balance of \$ \_\_\_\_\_ due upon release of the Dog to Buyer.

A deposit of \$ 450 (the "Retainer") entitles Buyer to reserve a visitation date and time for the pickup of the Dog. Upon receipt of the Retainer, Seller agrees not to show or sell the Dog up to the time of visitation. Buyer acknowledges and agrees that Buyer shall forfeit the Retainer and rights to the Dog if Buyer cancels the visitation date or fails to pay the balance of the Purchase Price for any reason.

Visitation Date and Time (if applicable): \_\_\_\_\_

## 2. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller's sole cost) shall promptly take all actions required to officially transfer ownership and registration of the Dog to Buyer.

## 3. Pickup

Buyer will pick up the Dog:

- at the Seller's address.
- at the Fort Smith Regional Airport (FSM) for a non-refundable Airport Delivery fee of \$ 175.  
The Airport Delivery fee covers Seller's travel expenses and arrangements to make the Dog flight-ready, including an intestinal parasite screen, a complete physical exam, rabies vaccination, and a health certificate. Flight arrangements and fares are Buyer's sole responsibility.

## 4. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) The Dog is 12 weeks old or older at the time of sale.
- (d) The Dog is registered with America's Pet Registry, Inc. (APRI), and Buyer is provided a three-generation pedigree. Registration with the American Kennel Club (AKC):
  - is not included.
  - is included with a non-refundable Registration fee of \$ 25.
- (e) The Dog is wellness checked between 10 and 12 weeks old by Southside Veterinary Clinic, Waldron, AR (479-637-2740).
- (f) The Dog is in good health at the time of sale as per the abovementioned wellness check. Seller agrees to disclose a Health Report with shot records to Buyer. Buyer has two (2) days from the pickup date to have the Dog examined by a licensed veterinarian, at Buyer's sole cost. If the results of this examination contradict the information in the Health Report, Buyer may return the Dog and its registration, along with a written statement from the veterinarian, in exchange for a healthy puppy or a refund of the Purchase Price minus non-refundable Retainer, Airport Delivery, and Registration fees. Failure by Buyer to have the Dog examined within the 2 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given and all medical costs and treatment are the sole responsibility of the Buyer. This health guarantee will be null and void.
- (g) This Guarantee does NOT cover Hypoglycemia (Low Sugar or Sugar Shock). Seller agrees to provide Buyer with instructions and a care kit for dealing with Hypoglycemia. Seller will take the Dog back temporarily if necessary to help correct Hypoglycemia issues.

- (h) If the Dog requires medical attention at any time during the first twelve months of age resulting from a birth defect, Seller agrees to pay Buyer for cumulative medical expenses up to the Purchase Price minus non-refundable Retainer, Airport Delivery, and Registration fees. Requests to Seller for reimbursement of applicable medical expenses must be accompanied by a report written by a licensed veterinarian and signed by Buyer.

**5. Fitness of Purpose**

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific purpose, including but not limited to obedience trials, show ring performance, and/or breeding purposes. Seller does not guarantee that the Dog will come house-trained or compatible with Buyer's household.

**6. Release**

Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with the Buyer, including but not limited to damage to or destruction of property, and injury to any person.

**7. Limitation of Action**

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of Arkansas.

**9. Entire Agreement**

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_