



Selah, WA 98942

Phone: 1-253-229-6470

Email: esplendor.havanese@gmail.com

This is a contract for the sale of a Companion purebred AKC Havanese. This document concerns a live animal and is executed with prejudice in favor of that animal's wellbeing by those signing. This is a contract only and shall not be used for, nor constructed to be an application for registration of that animal or the get of any animal named herein. This contract applies to the original puppy and the original buyer as listed in this contract only and is non-transferable to a second party unless approved by seller/breeder and notarized. No replacement puppy will be given if this puppy has been bred outside the limitations of this contract or if the terms of the contract have otherwise been breached.

Buyer's Representation:

The buyer agrees that he/she is not acting as or in part of, any agent in the purchase of this puppy and that the buyer will not sell the puppy or any of its progeny to any agent, animal broker or pet store. The Buyer warrants that puppy will remain in his/her sole custody.

This agreement is made between Esplendor Havanese (Lisa &/or Roderick Saxey), and the person listed below:

Seller: Lisa and/or Roderick Saxey aka Esplendor Havanese	Buyer:
Address: Selah, WA 98942	Address:
Phone: 253-229-6470	Phone:
Email: esplendor.havanese@gmail.com	Email:

Description of Puppy:

Date of Birth: _____ Litter #: _____

Gender: _____ Male _____ Female Pattern/Markings: _____

Sire: _____

Dam: _____

Vaccinations and Exams: _____

Next Vaccination Due: _____

Terms and Conditions:

The Buyer is subject to all terms and conditions set forth below and as follows:

- The Buyer agrees to assume full responsibility for the dog once it leaves the premises.
- The buyer further agrees to provide food, water, and a warm and safe environment.
- _____ (Buyers initials) The Buyer agrees to seek a veterinary exam within 72 hours of leaving the seller's premises to retain possession.
 - Thereafter, hold the breeder blameless and not liable for any further medical condition of the animal.
- _____ (Buyers initials) If not satisfied, the animal is to be returned to the breeder within 24 hours from the veterinary exam, at the buyer's expense.
- The buyer also agrees that in the event of the death in those 72 hours' puppy will be taken to a vet for an autopsy that both buyer and seller agree upon.
- If death is proven to be due to genetic illness and/or illness contracted while in the seller's care, puppy will be replaced with autopsy expense refunded.

Important Note:

_____ (Buyers initials) Esplendor Havanese (seller) does not guarantee any health-related issues of loss of life due to a reaction caused by vaccinations or flea and tick preparations administered either orally or on the skin surface. Esplendor Havanese does not give Leptospirosis or Corona to any puppy's. Havanese can be sensitive to these shots and the buyer should seek advice from their veterinarian before giving this shot.

_____ (Buyers initials) As a breeder/seller Esplendor Havanese has done everything possible to assure the bloodlines of their dog's are free from eye defects. Esplendor Havanese dog's go in yearly for eye exams. Esplendor Havanese (seller) cannot be held responsible if something does develop in/or above puppy's eye.

_____ (Buyers initials) I, the Buyer, understand that Esplendor Havanese utilizes the "Volhard Puppy Aptitude Test" or PAT, as a tool to help place the right puppy with the right family as stated in full description on Esplendor's Havanese website under "FAQ's" page.

Health & Nutrition:

All health testing has been completed on both sire and dam as well as posted on the OFA site. Both parents are free of hereditary defects as far as known from the testing.

The buyer also agrees that the puppy will have regular scheduled visits with a licensed veterinarian, under the veterinarian-scheduled recommendation.

As far as but not limited to shots, deworming, teeth cleaning and overall physical health of puppy. Records should be available to the seller if needed at any time.

Remember an overweight dog can lead to leg problems, jumping off couches, beds or even being accidentally dropped can lead to serious injuries. Do not allow your puppy to do excessive jumping until fully developed.

Health Guarantee:

All our puppies are sold with a standard 1 year guarantee which correlates with the required NuVet Plus Vitamin supplementation.

If you desire to have your puppy guaranteed for the first year of life, then you are required to purchase and supplement your puppy(s) with the NuVet plus vitamins.

- The 1st birthday (12 months from the birthdate of your puppy) guarantee guarantees a one-time replacement puppy at 1/2 the cost of the new replacement puppy if the puppy purchased in this agreement dies of a confirmed genetic, hereditary, congenital defect within its first birthday.
- Veterinary proof will be required in the form of a letter from the puppy's/dog's veterinarian confirming death attributed to a Genetic/Hereditary/ Congenital defect.
- Laboratory reports, Xray's, Ultrasounds, and full veterinary records will be required by seller in this agreement as proof, including a Necropsy (Autopsy) should the puppy's/dog's veterinarian not be able to find an evident cause of death.
- A Necropsy will give full determination as to the puppies/dogs cause of death. Bear in mind that this is only needed if a veterinarian cannot confirm with 100% surety what disease/illness/defect contributed to the puppy's/dog's demise.

_____ (Buyer's initials) I, the Buyer, agree to supplement my puppy for the 1st year of life with NuVet Plus Vitamins to qualify for the one-year health guarantee.

Please keep in mind that NuVet plus sends me confirmation of customer orders (customers name only) for my Health Guarantee records. Esplendor Havanese requires all buyers who choose an extended health agreement to supplement their new puppy with the NuVet Lab's Vitamins until the puppy reaches 12 months of age to guarantee this health agreement **We highly recommend continuing use for the life of your dog**. If at any time prior to 12 months from the birthdate of your puppy, the product is cancelled (auto-ship) and discontinued in the dog's daily regimen, all genetic/hereditary/congenital defect guarantees will no longer be valid.

_____ (Buyers initials) I, the buyer, understand that should I cancel my auto shipment of NuVet Plus Vitamins BEFORE my puppy's first birthday, that this VOIDS the Health Warranty.

If a definite diagnosis of a genetic/hereditary/congenital defect death cannot be determined clinically by a licensed veterinarian, then a necropsy (autopsy) will be required to confirm that the cause of death is due to a genetic/hereditary/congenital defect. This health agreement does not cover death due to accidents, abuse, neglect, infection, or disease brought on from exposure to another dog/animal, the outdoors, or any random act of nature.

The AUTO-SHIPMENT PROGRAM is a valuable offer that saves you an average of about 15% off the regular purchase price. Auto-shipment ensures that you do not forget to order your pets vitamins and that your companion always has a fresh supply on hand. Puppy buyer must place their first order at least 1 week prior to the puppy being picked up or delivered based on the agreed upon time in the Sale Contract.

NuVet Lab's sends Esplendor Havanese, a report each time an order is placed when using the following referral number (26630), or when purchasing the vitamins directly from the Esplendor Havanese web site.

This product can only be ordered through breeder referral which is commission based. Ordering Options: 1. By Phone: Call 1 (800) 474-7044, and mention Esplendor Havanese referral discount code (#26630). Online Order At: www.nuvet.com/26630

Companion Pet Only

_____ (Buyers initials) The puppy is being sold as a pet only. The buyer agrees to spay or neuter puppy at ONE YEAR of age, unless a veterinarian says otherwise, and buyer provides correct documentation stating so to seller. Neutering/spaying your puppy before 12 months of age can cause health problems while your puppy is maturing. A copy of the spay or neuter certificate is to be sent to the breeder showing the puppy was altered by 12 months or your HEALTH GUARANTEE will be voided.

_____ (Buyers initials) The breeder will pay all registration fees to register the puppy. AKC papers marked LIMITED will be mailed directly from AKC to the buyer's address. Any offspring from this dog will never be able to be registered with AKC. Buyer agrees to pay a penalty of \$5,000 dollars to the Breeder if companion dog is bred (whether by willful intent or by accident) and the Breeder will repossess the dog and offspring. It is understood that this provision is included to protect the integrity of the Esplendor Havanese Dog bloodlines.

Purchase Information:

_____ (Buyers initials) A nonrefundable retainer/deposit of \$500 dollars is due in advance to reserve a puppy to be paid by cash, PayPal, Venmo, Zelle. Full Purchase amount is due in the form of payment agreed upon before puppy leaves breeder/seller. The retainer/deposit is NONREFUNDABLE for any reason you are no longer able to proceed with purchase of puppy after a retainer/deposit has been made.

The retainer/deposit can be transferred to another litter at a later date. In the event a retainer/deposit was made but there is not a puppy available due to an unforeseen circumstance. The retainer/deposit will be refunded.

_____ (Buyers initials) If for any reason after a retainer/deposit was received and seller decides it is in the best interest of the puppy not to be placed with buyer the deposit will be refunded. The seller reserves the right to cancel the sale.

_____ (Buyers initials) Puppy does not become property of buyer until puppy has been paid in full and leaves seller's premises.

_____ (Buyers initials) Esplendor Havanese does not ship dogs out of state. The buyer is responsible for either flying in themselves or hiring a courier. Puppy must be paid in full before this is arranged.

Esplendor Havanese is often available as a courier for out of state buyers via air travel, by arrangement. Costs for the courier's plane ticket, the additional fee for an under-the-seat animal, and veterinary health certificates, are the sole responsibility of the buyer. A per Diem payment of \$100 for each direction of the flight is also required.

Relinquishment of Puppy:

_____ (Buyers initials) The Buyer hereby agrees that if at any time the buyer cannot take proper care of the dog, the buyer must contact Esplendor Havanese and Esplendor Havanese will have first choice to either (a) take the dog back and /or (b) assist the buyer in finding a suitable home for the dog. Neither of these two options guarantees that the buyer will recover all or any part of the purchase price.

_____ (Buyers initials) The Buyer agrees to never be abusive in treatment and shall not under any circumstance keep the dog strictly an outside pet or watchdog. Buyer further agrees and understands that the Seller may repossess the dog upon evidence of neglect and/or abuse at no expense to Seller and no refund of monies.

Jurisdiction:

_____ (Buyers initials) This contract is to be construed in accordance with the laws of the State of Washington. If any legal action is to be taken by either Seller or Buyer the venue shall be in Yakima County, Washington State. If any provision of this document is invalid or unenforceable under applicable law, this document shall be ineffective to the extent of such invalidity only and shall remain in full force and effect otherwise, without affecting the remaining provisions.

This is a binding contract.

_____ (Buyers initials) By signing this document, upon receiving Application approval and returning it with the deposit or using Payment gateways as provided on Esplendor Havanese website (<https://esplendorhavanese.net/fyi-faqs/>), you agree that you have read and fully understand all the terms and conditions set in the above contract. No variations are accepted unless in writing, agreed upon and signed by both buyer and seller.

Seller: Lisa and/or Roderick Saxey Esplendor Havanese	Buyer:
Signature of Seller:	Signature of Buyer:
Date:	Date:

