

Contract for Sale of Puppy
By
Marmae Puppies, LLC

This Agreement is made this _____ day of _____, 20____ by and between **Marmae Puppies, LLC**, a Limited Liability Company, (“Seller”) and the Buyer whose address is: _____

Telephone Number: _____.

UPON PAYMENT of the sum of \$ _____ paid by the Buyer to Seller (the “Purchase Price”), Seller grants, sells, conveys and transfers ownership of the following Puppy (the “Puppy”) to Buyer:

Name of Puppy:	
Breed:	
Date of Birth:	Sex:
Registration # (if any):	Microchip #:
SHOTS	WORMING
2 weeks	2 weeks
3 weeks	3 weeks
4 weeks	4 weeks
5 weeks	5 weeks
6 weeks	6 weeks
7 weeks	7 weeks
8 weeks	8 weeks

Terms and Conditions

1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$ _____, with payment of the balance of \$ _____ due upon release of the Puppy to Buyer. If applicable, an additional charge for shipping is: \$ _____. The expected delivery date is _____, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier’s check, money order or paypal.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Puppy if:

- (a) Buyer fails to complete the purchase of the Puppy for any reason, or

- (b) Buyer fails to pay the balance of the Purchase Price at the agreed delivery date.

In either event, Seller shall be free to sell the Puppy to another party.

In the event that the Puppy is not available due to sickness, death, or any other circumstance owing to the fault of the Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of \$_____ per day will be charged for each day the Puppy is boarded by Seller past the agreed delivery date.

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 (if any) of the Puppy to Buyer.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Puppy and that Seller has full right and authority to sell the Puppy.
- (b) The Puppy is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Buyer has 4 days from the delivery date to have the Puppy examined by a licensed veterinarian at Buyer's sole cost. If the Puppy fails the examination, Buyer may return the Puppy with a written statement from the veterinarian for a full refund. Failure by Buyer to have the Puppy examined within the 4 day period will nullify the ability of the Buyer's ability to return the Puppy. Buyer understands that Seller is not responsible to pay any vet bills.

4. Fitness of Purpose

The Puppy was bred as a companion animal, and Seller does not provide any warranty as to the Puppy's fitness for any specific purpose, including obedience trials, show ring performances, and/or breeding purposes.

5. Indemnity and Release

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

6. Governing Law

This Agreement shall be governed by and construed in accordance with the law of the State of Ohio. The parties consent legal action being taken in Wayne County Municipal Court or Court of Common Pleas.

7. Entire Agreement

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

Date

Signature of Buyer

Date

Marmae Puppies, LLC