

# Sale and Purchase Agreement

*Our dogs are fully DNA tested*



**Please sign every page at footer and fill out last page completely, date and return this document.**

No puppy is considered reserved until our purchase agreement is received signed along with a non-refundable hold fee. Upon receipt of your hold fee, the puppy that you have chosen will be taken off the market and will be held for you until the puppy is ready for its new home. Seller will accept Cash, NZ bank deposit.

This agreement is between **Free Range Pooches NZ Limited** (“us” “our” “we” “the seller”) and **Purchaser Named on page 6 of this form** (“you” “your” “the buyer”)

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## 1 - Pricing, breed and possession details:

Purchase price: \$	Colour, sex & breed of Puppy:
Deposit paid: \$	Date of Birth:
Crate Price: \$	Possession Date:
Flight price: \$	DNZ registered: Y/N Spayed/neutered Y/N
Transport to airport: \$	Papers Restricted DNZ (Pet Only) { }
Payed: \$ { }	Full DNZ Papers (Nil Endorsements)

## 2 - Hold fees/Refunds:

- 2.1 Hold fees will be taken on a first come, first serve basis.
- 2.2 To reserve a puppy, an Initial Hold fee is required.
- 2.3 There shall be **NO REFUNDS** of the hold fee to reserve your Puppy including Payments, Purchase Price, Shipping Cost, or any other transport or other costs.
- 2.4 If **you** fail to complete this purchase, this would result in lost opportunities for **us** to sell the puppy to another buyer and retention of the Hold fee or any other payments is meant to compensate **us** for loss other opportunities to find a suitable home, loss of income, and extra expenses. This hold fees signifies **you** intend to complete the purchase of the puppy.

### 3 - Communication:

- 3.1 Is our first priority to make a lifelong breeder bond with our new adoptive families. If at any time you have an issue or a miscommunication please never, hesitate to contact us especially by phone which is the easiest way to clear up any issue(s) that may arise with the purchase of your puppy.
- 3.2 Our goal is to connect you with a puppy that can be part of your family for years to come. Once a hold fee is received, we start to send photographs so that buyers can begin to establish their relationship with the new puppy as soon as possible.
- 3.3 We only approve families that have demonstrated to us that they are ready for a long-term commitment and with this we take a very personal approach to assisting each buyer in choosing the perfect puppy to meet their needs.
- 3.4 Because our approach is so very personal, we maintain a high level of contact with our new families, answering questions, phone calls, and emails and expect the same in return. We feel this is important for us to get to know our new families so that we can prepare your family for your new puppy.

### 4 - Health Guarantee:

- 4.1 The Seller guarantees this puppy to be of sound health at the time of this sale.
- 4.2 The said puppy has been physically examined by a licensed veterinarian within 14 days prior to sale.
- 4.3 The Seller will provide a health record of all shots and worming.
- 4.4 The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 2 business days excluding weekends for a physical exam.
- 4.5 Failure to have the puppy examined by a vet within 2 days of the date the puppy is delivered/ picked up or if the Buyer fails to provide required immunizations and medical treatment will be void this health guarantee.
- 4.6 Dehydration, Diarrhea, Hypoglycemia, Coccidia, Canine Herpes Virus, Kennel cough, Dry eye, Entropion, Treatable mange, Internal and external parasites, Giardia, Fungal infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered.
- 4.7 We provide a nine (9) month, from dog's birth date guarantee for life-threatening health issues.
- 4.8 Illnesses must be documented in writing by a licensed vet within 48 business hours.
- 4.9 The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet.
- 4.10 If the puppy was in fact unfit for purchase the Buyer may return the puppy to us for an exchange of equal value. Failure to do this within 48 hours will result in the cancellation of a replacement puppy.

- 4.11 The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability.
- 4.12 Conditions not considered life threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, cherry eye, allergies, diabetes, hemivertebrae, bladder stones etc.
- 4.13 If the condition can be treated, it is NOT considered life threatening.
- 4.14 In the event of a life threatening condition the affected puppy must be returned with all registration and veterinary documentation at buyer's expense.
- 4.15 The buyer understands that a replacement puppy will only be given if it's discovered to be a Genetic or hereditary problem and not due to accident or illness.
- 4.16 The Seller guarantees the puppy against fatal viruses for 48 hours. These include Distemper, Parvo, and Corona. It does not include Coccidia, Giardia, Herpes Virus and Kennel Cough (which is self-limiting and must run its course with antibiotic treatment and is not life threatening)

## 5 - Limitations of guarantee:

- 5.1 We do not guarantee the adult colour, the adult size, conformation, reproductive ability, show quality, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, coat length, personality and weight, hernias of any kind, physical flaws or the temperament of the puppy.
- 5.2 This guarantee does not cover common conditions and is limited only to defects largely considered life threatening.
- 5.3 The seller is not responsible for any veterinarian bills incurred once the puppy is purchased; the buyer assumes all responsibility for the puppy.
- 5.4 Buyer understands that adult sizes are an estimate only, based on seller's experience.
- 5.5 Buyer acknowledges that there is no guarantee on final adult weights, actual size or colour.
- 5.6 This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes.
- 5.7 We do not warrant against any condition caused by carelessness, negligence, or abuse.
- 5.8 The guarantee is extended to the original purchaser of the puppy and is not transferable to a new owner.

## 6 - Buyer's Responsibility:

6.1 The Buyer agrees to provide a life-long commitment to

- a) comfortable environment
- b) prompt medical attention
- c) proper grooming and responsible care

This includes keeping this puppy/dog parasite free and up to date with vaccines, proper nutrition, which consists of a good quality food, free fed to avoid hypoglycemia, fresh water available at all times and annual teeth cleanings to ensure longevity of life.

6.2 The Buyer promises to provide a safe environment for the dog, and never allow the dog to roam freely without proper fencing or supervision.

## 7 - Desexing:

7.1 All puppies purchased from Free Range Pooches NZ Limited are required to be spayed or neutered no later than attaining the age 7 months, unless by prior written arrangement with Free Range Pooches NZ Limited.

7.2 The buyer undertakes to ensuring that:

- a) The puppy will not produce a litter of puppies whether by accident or intended breeding, and
- b) The puppy is spayed or neutered at no more than 7 months of age, and
- c) That their vet issues a desexing certificate or notification and email it to [info@freerangepooches.nz](mailto:info@freerangepooches.nz), and
- d) That Free Range Pooches NZ Limited will receive such notification no later than 1 week after the desexing operation.

7.3 Should the desexing certificate / notification not be received by Free Range Pooches NZ Limited no later than the puppy attaining the age of 7 months and 1 week, Free Range Pooches NZ Limited will assume that the owner does not intend to comply with this agreement and will issue an invoice equal to the value of an average litter of puppies and not exceeding \$40,000.00.

7.4 In the event that the desexing certificate / notification is not received by Free Range Pooches NZ Limited no later than the puppy attaining the age of 7 months and 1 week of age the new owner acknowledges and accepts that:

- a) An invoice will be issued to the value of an average litter of puppies and not exceeding \$40,000.00, and
- b) The invoice will be due for payment 14 days from the date of the invoice, and
- c) Should the invoice remain unpaid for 30 days after the due date that Free Range Pooches NZ Limited will engage a debt recovery agency to manage the debt, and
- d) Any and all fees associated with collection of the debt will be passed on to the owner, and

- e) Any such invoice being issued does not negate the desexing terms of this agreement meaning the owner would still be required to desex their puppy.

## **8 - Breed Specific Health Conditions:**

- 8.1 You have reviewed (online or in print) information on the breed you are purchasing, including information on the temperament, exercise, grooming, feeding, training and common medical conditions including Hypoglycemia and Cherry eye.
- 8.2 You are aware of any breed specific health issues that may arise in the future.

## **9 - Vaccination Limitations:**

- 9.1 Your puppy has not yet been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the 6-month Guarantee outlined.
- 9.2 You must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request.
- 9.3 Your puppy's next vaccination due date has been recorded in his/her vet book by seller's veterinarian.

## **10 – Defamation/Slander:**

- 10.1 Buyer agrees to refrain from making any disparaging, negative or uncomplimentary statements on any publicly accessible medium such as Facebook, or National television/radio regarding or against Free Range Pooches NZ Limited or the Breeder / Seller Michelle Minson Chloe Minson.
- 10.2 It is agreed that if the Buyer breaches any part of this contract the Seller will pursue a civil lawsuit to pursue civil breach of contract damages in the amount of \$20000.
- 10.3 The Purchaser/Buyer of a Puppy from Free Range Pooches NZ Limited, hereby acknowledge that the Buyer has received a copy of this document acknowledges and agrees to the terms and accept full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale." Further, the Buyer accepts the terms.
- 10.4 This agreement represents the total agreement between Free Range Pooches NZ Limited and the buyer and no other terms or conditions shall be Valid to this Sale.

**Buyer Printed Name:** \_\_\_\_\_

**Buyers Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Driver's License Number:** \_\_\_\_\_ **version** \_\_\_\_\_

**Buyers Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **postcode** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**For and on behalf of Free Range Pooches NZ Limited**

**Sellers Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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*Please submit a scanned copy of your identification when returning this form to Free Range Pooches NZ Limited.*