

HURRICANE CAVALIERS DEPOSIT/SALES CONTRACT

BUYER:		DATE:
ADDRESS:		CITY:
STATE:	ZIP:	CELL & HOME PHONES:
EMAIL ADDRESS:		
NEAREST AIRPORT (IF NOT IN AZ):		

DEPOSIT

Buyer has put down, as an intent to purchase the puppy described below or a future puppy, a deposit in the amount of \$ _____. Check # _____ CC or CASH. In the event, for any reason that the Buyer is unable to meet His/Her end of the purchase of this given puppy, the seller, Hurricane Cavaliers will retain 100% of the deposit/purchase price monies up to 1/3 of the purchase price. This portion of the deposit money is **NON- REFUNDABLE**. If the puppy chosen were to become incapacitated, thus deeming it not sellable, another puppy of equal value will be offered, and if the buyers pick was not met (for example: if no males or no females were available, or no pup was available, meeting His/Her price range and preference already decided upon, in writing within this contract,) then the deposit may be transferred to a future litter or another puppy with no penalties. This applies also to a situation in which for whatever reason the above said breeding is not done, the litter is not conceived, or the litter is lost. Seller reserves the right to keep a pup out of any litter for breeding/showing purposes (1st pick). Full deposits may be transferred at any time to a future litter.

Buyer is reserving:	1 st CHOICE:	2 nd CHOICE:
SEX:	COLOR:	DOB:
SIRE:	AKC #:	
DAM:	AKC #:	
PURCHASE PRICE (excluding delivery charges): \$	BALANCE DUE: \$	
PAID IN FULL ON:	METHOD:	
PUPPY PICKED UP/SHIPPED	MICROCHIP #:	

Congratulations on your new puppy. The parents of your puppy are of high quality and are of excellent temperament. This litter was bred with the intent to better the Cavalier King Charles Spaniel breed. As breeders, it is our hope that you will take exceptional care of this puppy throughout its entire life. This means providing socialization, medical and dental (mouth infection can cause MVD), proper nutritional, physical needs as necessary, treating your dog as part of your family, and giving it lots of love for the remainder of its life. This dog is to be spayed or neutered (unless otherwise noted). We will keep AKC registration until such time that you provide proof that this has been done (must be within 1 year). Remember that environment and how it is raised has tremendous impact on how the dog will turn out. If at any time for any reason you are unable to keep the dog/puppy (you are unsatisfied, life changes prevent you from having a dog/puppy, etc.) you are required to contact Donna Ehmann, breeder, by phone, email or letter. Hurricane Cavaliers has first right of refusal to purchase the dog or help find a suitable home for the dog. If offered by Hurricane Cavaliers the amount you paid can be refunded in full or part (depending on the situation) when the dog/puppy is re-homed by Hurricane Cavaliers. You are not to take the dog or puppy to a shelter, pound or rescue organization under any circumstances.

BUYER WILL RECEIVE LIMITED AKC REGISTRATION AND BREEDING IS NOT PERMITTED.

Buyer/Owner agrees that this dog is being purchased for himself/herself, for the reasons indicated above, and shall duly register ownership of this dog in his name. Owner also agrees to register ownership of this dog with the AKC using the 'Hurricane' prefix in its registered name.

There shall be no immediate refund of purchase price for said puppy nor will a puppy of greater value be given as replacement. This guarantee must be presented as proof/amount of purchase and/or quality of puppy at any time a request is being made for replacement.

GUARANTEE OF GOOD HEALTH

THIS IS A BINDING CONTRACT WITH THE PURPOSE OF PROTECTING BOTH THE SELLER AND THE BUYER. Donna Ehmann, hereinafter referred to as Seller, certifies that said puppy is in good health to the best of Seller's knowledge. Buyer has 72 hours after purchase to take the puppy to a veterinarian. If upon examination the veterinarian finds that said puppy is not in good health, the Buyer must notify the Seller within 24 hours. Buyer shall return the puppy to the Seller with all of the veterinarian documentation. Seller shall replace said puppy with another puppy of equal value as soon as one is available. Buyer is responsible for all shipping and veterinarian costs. Seller has no obligation to reimburse Buyer for any costs incurred, i.e., medical, shipping, crate, etc.

HEART, EYE, HIP, PATELLA, EFS, DE/CC & SM GUARANTEE

Breeder offers a 24 month guarantee against: Hereditary Degenerative Eye Defects, Hereditary Malformation of the Hip Joint-ONLY, Hereditary Mitral Valve Disease ONLY and Hereditary Patella Luxation ONLY, Dry Eye/Curly Coat, Episodic Falling Syndrome ONLY or Syringomyelia ONLY. Only a dog with clinical signs of the disease(s) will be eligible for replacement according to the terms of this contract. This does not guarantee against any form of hip subluxation, nor does it apply to any dog that is diagnosed with moderate or less, Hip Dysplasia or Patella Luxation. An OFA evaluation/opinion will by no means be used in the diagnosis of HD or Patella Luxation, for the purpose of this contract, and the diagnosis will be determined by radiographs taken and evaluated by a Licensed Vet as laid out in this contract. This guarantee Applies only to a dog who is diagnosed with serious crippling/clinical Hip Dysplasia, Patella Luxation, Mitral Valve Disease, EFS or DECC that has caused in turn a debilitating affect on the dog within the first 24 months, with the treatment recommendation being of either surgery or euthanasia. Under no circumstances does this contract cover any environmentally caused Hip Dysplasia or Patella Luxation and in no way will the Breeder guarantee the puppy if there is evidence of any accidents, malnutrition, lack of (or not proper) exercise, abuse or other conditions, ailments, diseases, etc. The Breeder does not offer any other physical or genetic guarantees whatsoever on the above puppy. We in no way guarantee the above identified dog/bitch to receive an OFA/Cerf number at any age. This contract in no way covers replacement for a dog/pup diagnosed with one of these aforementioned covered ailments that is able to lead a quality life.

Diagnosis must be made by a licensed Vet, and submitted to the Breeder by the attending Vet, within 15 days of the initial diagnosis. The diagnosis must be in writing and provided, along with x-rays/ultrasounds/DNA tests/clinical exams, to the breeder. If the pup is sold locally, then the pup in question will then be taken to a licensed Vet of the Breeders choice along with the first diagnosis, and original x-rays/ultrasounds/DNA tests/clinical exam for a second opinion. If the pup has been sold out of state, then the breeder will require a second opinion from another Licensed Veterinarian, within the owner's area, in order to verify the diagnosis. All expenses incurred in the diagnosis, and treatment, are the sole responsibility of the Owners. Should the owner, see a problem developing, (in any of the defined areas above which are covered under this contract), it will be brought to the breeders attention immediately. After a potential problem or concern has been reported to the breeder, diagnosis must be made within 14 days, and the breeder must be notified within 48 hours of the diagnosis. Should owner fail to obtain a written diagnosis within 14 days, according to the guidelines as brought forth in this contract, and fail to forward the diagnosis to the breeder, (according to the contract guidelines) all guarantees will be null and void and no further guarantees will be offered. Should the second and first opinions be conclusive of a hereditary malformation, resulting in a crippling affect, in one or both hips, enlarged or malformed heart due to MVD, a diagnosis of Patellar Luxation with a Grade 2 or greater or clinical evidence with serious life altering effects of EFS, DECC or SM and all the terms and conditions herein this contract have been met, then the affected dog must then be returned to the breeder, along with all records and registrations being transferred back to the breeder, within 14 days of the original diagnosis. All expenses incurred in the shipping, travel, etc. are also the sole responsibility of the Owners. When all the above terms of this contract have been met within the time periods allowed according to this agreement and you are eligible for a replacement, one of the following will apply. Should the above-mentioned dog be bred prior to 24 mos of age or if the dog is not with his/her original owner all guarantees are no longer offered and this contract will be deemed null and void. Once the puppy/dog has been replaced/guaranteed this contract has been fulfilled and no further guarantees will apply to any future heredity (or other) problems.

You may choose:

A. You may keep the affected pup/dog, as is, with no other applied warranties/guarantees, as a neutered or spayed pet, as long as there is quality of life. As a courtesy, We will deduct 1/2 of the original amount paid for the affected puppy, from the price of another puppy. Owner will be given two years from the date of diagnosis to apply this credit offered by Hurricane.

B. You may return the pup according to the terms already laid out in this contract and Hurricane will replace said dog with another puppy of the same Breed, Sex, Color and quality. The original price of said puppy may be applied to another puppy or puppy of greater value with the difference being paid by Buyer.

NO GUARANTEES apply if bitch/dog is bred or has whelped a litter prior to 24 months of age.

ANY SURGERIES OR TREATMENTS FOR THE COVERED CONDITIONS IN THIS CONTRACT ARE IN NO WAY COVERED BY THIS GUARANTEE. In the event the dog is warranted, replaced, or 1/2 of his/her purchase price is put toward purchase of a new pup no further guarantees will apply to replacement pup or original pup. It is the option of the breeder to reimburse for surgeries or treatments and in no way required. In that case the total amount paid out will not exceed 1/2 the amount originally paid for the dog),

A reputable breeder does everything in his power to assure that the pups that he/she sells to their clients are healthy and bred as free of problems as humanly possible. Just as in the case of having a human baby, a breeder cannot guarantee that any pup you buy, or the pup a breeder sells you, will be problem free. Reasonable precautions have been taken to prevent this puppy from acquiring hereditary problems. But because environmental causes of such problems are possible, and because we are dealing with living animals, you as the buyer, as indicated below by signing this contract realize and understand that Hurricane Dogs will not be responsible for any other conditions that the pup may have or develop, during its lifetime, after being picked up from the Kennel whether Hereditary, Congenital, or Health issues. Some of these conditions may include, but in no way are limited to: **Parvo, Adenovirus, Hepatitis, Corona Virus, Lepto Virus, Distemper, Pneumonia, Internal or External Parasites, Kennel Cough, Hot Spots, Pano, All Hernias, Cherry Eye, Any immune deficiencies, Epilepsy, Seizures of any kind, Irritated bowl syndrome, any and all Cancers, any ligament or muscle conditions, bloat or twisted stomach or bowels, retained testicle strangulation, Allergies, OCD, etc.** We will not guarantee or warrant any of these conditions, or any other condition that the pup may develop, other than those conditions covered under the HIP/HEART/PATELLA/EYE/EFS/DECC/SM guarantee, regardless of any diagnosis of the condition being Hereditary/Congenital or not. There will be no compensation for any medical expenses incurred, or any surgery reimbursement, for any reason.

Taking possession/delivery of the puppy is the sole responsibility of the person purchasing the puppy. As a courtesy we will help arrange delivery (in the case of an out of state purchase) and such but are in no way responsible for what happens to the puppy after it leaves our property.

Seller reserves the right to refuse replacement or refund of any dog returned for faulty temperament, hip dysplasia, MVD, patella or eye disease if Seller deems that such was due to Buyer's negligence or abuse. Seller does not guarantee the behavior or temperament of any puppy/dog. It is further agreed upon that the Seller will be held harmless by the Buyer for any damage/s awarded, settlements, or judgments resulting from any damages/injuries sustained and/or caused by said puppy/dog as described herein. All actions will be based on the best interests of the dog or puppy. This includes negotiating vet bills, arrangements for shipping and transportation, re-homing, care and support.

This contract shall be deemed a legal and binding agreement between Seller and Buyer and is under the jurisdiction of the State of Arizona in the County of Maricopa. It is further agreed that should any dispute/arbitration between Seller and Buyer regarding said puppy/dog that the legal venue shall be the County of Maricopa, Arizona. Buyer will be held responsible for any and all costs associated with bounced checks, collection, charge backs and/or attorney fees.

I/we the Buyer, certify that I/we have read the foregoing contract/agreement, understand its contents and I/we hereby agree.

Seller _____ Date

Buyer _____ Date

If placing a deposit for a future litter/puppy I have read and understand the Waiting List, Policies & Procedures document. PLEASE INITIAL _____

**“He is your friend, your partner, your defender, your dog.
You are his life, his love, his leader.
He will be yours, faithful and true, to the last beat of his heart.
You owe it to him to be worthy of such devotion.**

Robert & Donna Ehmann | 2925 East Highland Avenue | Phoenix, AZ 85016 | 602-740-5484