



PURCHASE CONTRACT

Every prospective new owner must sign and return a sales purchase contract prior to receiving the puppy.

(The contract will be emailed to you for your signature, if you do not send a signed copy with your deposit.)

Puppy's Name/ID: _____ Date of Whelp: _____

Sex: _____ Color: _____

Dam's Name: _____ Sire's Name: _____

Dam AKC Reg # _____ Sire AKC Reg # _____

Litter Registration #: _____ Limited Reg _____ Full Reg: _____ Today's
Date: ___/___/___

I, Rachel McArthur, dba: West Cactus Kennels (hereinafter designated as BREEDER),

I (we) _____, (hereinafter designated as BUYER).

This contract is for the sale/purchase of a registered/registerable AKC Boston Terrier.

1. A deposit will hold the puppy/adult until the time of delivery. Deposits are non-refundable unless there is a genetic problem with the puppy after its medical exam. In such a case, the buyer has the option to pick another puppy or refund of deposit. Full payment is required once the puppy reaches the age of 8 weeks or all monies paid and all claims to the puppy/adult will be forfeited. If the puppy is being shipped, the full price plus shipping fee must be made in full, 10 days prior to shipment date of puppy. Puppies will ship between 8 and 12 weeks of age.

2. The puppy/adult will come with a health certificate and a shot record stating which vaccinations have been given. Puppy/adults are sold as "Pet Quality" with Full or Limited registration. West Cactus Kennels doesn't guarantee show or breeding quality.

The BREEDER will determine the type of registration.

If the BUYER is purchasing a Limited, non-breeding puppy, as such, the puppy is to be spayed/neutered PRIOR to 12 months of age, but not before 6 months of age.

****initial either Limited or Full ****

___ Limited: No breeding rights With Limited Registration, this contract is considered your spay/neuter agreement. Registration papers will be sent to buyer upon proof of Spay/Neuter.

Has or will this dog already be altered when it is ready to go to its new home? _____

___ Full: Breeding rights are included

The resulting puppies from this dog will be sold on limited registrations only. If a puppy is held back and used for breeding any resulting puppies from that dog must also be sold on limited registrations. This will end only after 2 generations of this line.

Any resulting puppies sold with full registrations (unless after 2 generations) will result in a \$2000.00 fine per puppy sold paid to the BREEDER.

If the Dog is under 4 and needing to be retired or re-homed it must be returned to the breeder intact at no cost to the breeder.

3. If the dog covered in this contract is a Limited, non-breeding dog, and has been bred, produced/sired a litter either by choice or by "accident", the resulting litter WILL NOT be eligible for registration. BUYER also acknowledges that breeding this dog is in direct violation of this contract and accepts full responsibility for any Fees including a \$2000.00 fine per puppy sold paid to the BREEDER. legal fees or legal action that may arise from breeding.

4. In order for the health guarantee to be valid, the buyer agrees to take the Puppy/Adult to a veterinarian within 48 hours of the date of purchase for a physical examination to evaluate the health of the puppy at the time of sale. If Possession occurs on the weekend or a Holiday, the Buyer shall have an additional 24 hours to have the puppy examined. Failure to notify BREEDER by either e-mail or phone of the veterinarian's report and the microchip identification number of the puppy within 2 business days from the examination will void and nullify all health guarantees. The BREEDER does not assume any liability for injury to the Puppy/Adult after hand delivery or delivery to the airport for the flight.

5. If the puppy is found to have a life-threatening congenital defect (which means he/she will die from the defect) at the time of your exam or up to one year from date of birth, the BREEDER must be contacted. A written copy of the report must be e-mailed to us within 2 business days of the licensed veterinarian determination and have one (1) written report from an unassociated veterinarian stating the same problem and the BREEDER will provide a replacement puppy of comparable quality, same color, same sex. No vet fees will be reimbursed. The puppy needs to be returned within 1 week. If the BUYER chooses to return the puppy, the puppy will be returned along with all registration papers and all documents that came with the Puppy at time of purchase, at the Buyers expense. The replacement puppy will be shipped at the BREEDER'S expense. If Buyer chooses to keep the puppy then no refund will be given. The BREEDER is not responsible for any medical expense incurred. We will not guarantee against communicable diseases, such as and not limited to Coccidia or Giardia. _____ Init. _____

- a) If a puppy is being returned to the BREEDER, the returned puppy must be returned in a good healthy condition, other than the specified problem, at the BUYER'S expense. The puppy needs to be returned within 1 week. The BUYER will then qualify for a replacement puppy.
- b) The replacement puppy will be mutually agreed upon by both BREEDER and BUYER and will be of comparable quality, same color, same sex (if available). It is understood the replacement puppy may not be from the exact same parents of the original puppy. The replacement puppy will be shipped at the BREEDER'S expense.
- c) No replacement Puppy or refund will be given if the puppy has been euthanized without the permission of the BREEDER, before a consultation with the treating veterinarian. The exception to euthanasia would be in the case of severe injury or suffering on the part of the animal.

6. The BUYER agrees to provide the dog with basic obedience training, socialization, adequate food, fresh water, shelter, medical care including all necessary shots, heartworm prevention, annual fecal exam, rabies vaccination and any medication recommended by the veterinarian.

7. Worms, Coccidia, Giardia and Kennel Cough are not a reason to return a puppy. Puppies are wormed with two different wormers alternating each time wormed and every measure is taken to prevent parasites. Vet health Certificate will show clean fecal prior to purchase, but stress can trigger an outbreak. Kennel Cough is self-limiting and like the common cold must run its course. Under no circumstances will the BREEDER be responsible for any type of veterinary bills or any transportation cost of any kind at any time, except noted above for a replacement puppy. All veterinary and transportation cost is the responsibility of the BUYER.

8. The following is not covered in the health guarantee: erect ears, under/overbite, cherry eye, stenotic nares (collapsed/pinched nostrils), elongated soft palate, loose patellas, and other communicable illnesses such as Coccidia, Giardia and Kennel Cough, Parvo (If you expose your puppy to outdoor conditions without proper inoculations) and/or any other minor conditions that are common to the Boston Terrier breed.

b) We DO NOT guarantee against conditions that may or may not be stress related from the move to a new home and/or by the shipping process. The stress-related conditions that have previously remained dormant can be

triggered by the above and unfortunately cannot be diagnosed until an active case becomes evident. Some of these stress-related conditions or illnesses are Coccidia, Kennel Cough, and Hypoglycemia (low blood sugar).

What is covered is the overall general health and wellness of your puppy at time of transfer from BREEDER to you the BUYER. All of our puppies see their Veterinarian for health clearance before leaving our possession. All of our puppies are guaranteed to be clear for life of JHC (Juvenile Hereditary Cataracts) not age-related cataracts.

9. All guarantees are void if the dog has been bred less than 12 months old, overweight, malnourished, kept in an improper environment, or is injured due to neglect. The Buyer agrees not to breed the Dog if sold as limited registration (or use the Dog at stud) under any circumstances. Should the Buyer do so, he/she agrees to pay to the Breeder as a penalty the sum of \$2,000.00 per puppy per litter produced without the breeder's approval. If it is found at any time that the buyer does not adhere to this contract they may be given a penalty in the sum of \$2,000.00 and any or all court costs and legal fees up to the discretion of the seller.

10. The BUYER agrees that if they can no longer keep the Puppy/Adult at any time during the life of this puppy, BREEDER will be contacted first, prior to any rehoming, never to be dropped off/ left at a shelter or pound.
a) When the BREEDER is notified of a puppy needing returned due to unforeseen circumstances. The BUYER agrees to return the puppy to the BREEDER including all registration documents and foregoes all rights to the said dog, at which point the BREEDER is not obligated to refund any or all of the purchase price. BUYER is not entitled to a refund. The BREEDER will be incurring vet bills and food bills for the rescued animal until they can be placed in a suitable home. The BUYER will need to make all the arrangement for delivery of the puppy to the BREEDER. No replacement is offered in this circumstance.

11. Adjustment Period: The puppy will need 2 weeks to adjust to its new home, people, change of food, etc. It is not abnormal for the puppy to experience some mild vomiting and/or diarrhea.

12. This contract only applies to the original buyer and is null and void if ownership is transferred.

13. The BUYER agrees that any photos sent to the BREEDER after the purchase of a puppy can be posted on the Breeders website so everyone can see previous puppies. We encourage you to keep in touch with us. We love getting updated pictures.

14. If shipping is needed, the total for Airfare, Health Certificate, Nanny fees and crate will be \$450 plus \$125 for puppy ticket on up depending on your location. Ground Transport will vary.

Purchase Price \$ _____ +
SHIPPING COST= _____ TOTAL \$ _____
Deposit Received To Hold Puppy \$ _____

Deposit \$ _____ Date _____
Payment \$ _____

Total Amount Due @ Pick Up = \$ _____

Puppy has following condition now and the condition is exempt from this contract:

N/A

Buyer Initials _____

The UNDERSIGNED BUYER hereby acknowledges having read the terms of the Contract and does hereby understand & agree to abide by each of the provisions set forth above. If any of the specific above listed provisions for this dog is not met, the BREEDER has the responsibility to require relinquishment of the dog, and the BUYER has the responsibility to surrender the puppy/dog.

* If sending electronically, filling out the bottom and emailing this contract to rachel@westcactuskennels.com will be accepted as your electronic signature and will be considered upholdable in a court of law.

Signature(s) of Buyer(s): _____ Date : _____

(Optional) _____ Date : _____

Printed Name of Buyer(s): _____ & _____

Home Address: _____

City : _____ State : _____ Zip Code : _____

Buyer's Telephone/Cell #: (____) _____ - _____ (____) _____ - _____

Buyer's Email address: _____ @ _____

Breeder's Signature: Rachel McArthur

Breeder's Name: Rachel McArthur

Breeder's Kennel Name: West Cactus Kennels

Breeder's Telephone: 951-375-0227

Breeder's Email : rachel@westcactuskennels.com

URL address : www.westcactuskennels.com

Thank you, and we so look forward to adding a furry member to your family!