



Leslie Urso – Owner
3319 OLD HICKORY GROVE ROAD
FRANKLIN, TEXAS 77856
979-814-0642

Thank you for deciding to purchase one of our English Cream Miniature Dachshund puppies! We want to make this a stress free and enjoyable experience. Contracts are the professional way to make sure our precious puppies get the professional care and love they deserve and put on paper our obligations to each other so there are no questions later. You are now a member of the “Crème of the Crop Dachshunds” Family! You have a lifetime of love and support for your exquisite Dream Crème puppy. We are always available for questions. We enjoy seeing photos, videos, and hearing about your puppy as he/she grows! Please keep in touch!

*******Buyer’s directions for completing our Puppy Contract: Buyers please print our contract and only complete the **highlighted** information on pages 1 – 8. Please leave the date on page 8 that you take possession of the new puppy (Dog) blank to be completed on the day that you pick up your puppy. The Seller (Leslie Urso) will complete all other information on this contract (Seller information, puppy information, dam and sire information, and all payment information). Then, please mail all 8 pages to the following address:**

Leslie Urso
3319 Old Hickory Grove Road
Franklin, Texas 77856

PUPPY CONTRACT – BILL OF SALE

HEALTH GUARANTEE

THIS AGREEMENT made the _____ day of _____, 20__ by and between:

Buyer's Name: _____

Seller's Name: Leslie Urso

UPON PAYMENT of the total sum of \$ _____ **PLUS 6.25% Texas State Sales Tax** paid by the Buyer to Seller (“the Purchase Price”), of which is hereby acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog (the “Dog”) to Buyer:

Buyer's Name: _____

Address: _____ **City:** _____ **State:** _____

Phone: _____ **Zip Code:** _____

Buyer's email address: _____

Breed: Miniature Dachshund Sex: _____ Color: _____

Pattern: _____ Coat: Longhair

Date of Birth: _____ Dam: _____ Sire: _____

The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

BUYER'S SIGNATURE: _____ **DATE:** _____

SELLER'S SIGNATURE: _____ **DATE:** _____

Our Breeding Dogs are AKC & CKC registered and are of the highest quality with exceptional pedigrees. **WE ONLY SELL OUR PUPPIES WITH LIMITED REGISTRATION – CKC PET REGISTRATION.**

WE DO NOT SELL BREEDING DOGS!

NO AKC Papers will be GIVEN.

CKC # _____

Price of Puppy/Dog: \$ _____ **Plus 6.25% Texas State Sales Tax**

Shipping Costs ARE NOT Included

Shipping Costs (if any) N/A Shipping Date: **We currently Do Not provide shipping.**

TOTAL COST \$ _____ Plus 6.25 % Texas State Sales Tax

Pick-up Date: _____

Seller: Leslie Urso – Owner _____ Date: _____

Seller's Signature: _____

Buyer: _____ Date: _____

Buyer's Signature: _____

PUPPY PRICE: \$ _____ Plus 6.25% Texas State Sales Tax

DEPOSIT PAID: \$ _____ Plus 6.25% Texas State Sales Tax Date: _____

PICK OF THE LITTER FEE (DOES NOT APPLY TO THE COST OF THE PUPPY)

THREE WEEK HALF PAYMENT DUE: \$ _____ Plus 6.25% Texas State Sales Tax

DATE PAID: _____

BALANCE: \$ _____ Plus 6.25% Texas State Sales Tax

SIX WEEK FULL PAYMENT DUE: \$ _____ Plus 6.25% Texas State Sales Tax

DATE PAID: _____

TOTAL AMOUNT DUE AT PICK UP: _____

PAID IN FULL: _____

SELLER'S SIGNATURE: _____

Terms and Conditions

Deposits, Payments of Purchase Price, Fees

Buyer has paid a non-refundable deposit of \$ _____ + 6.25% Texas Sales Tax. Half of the cost of the Dog (\$ _____ + 6.25% Texas Sales Tax) is due when the Dog is three weeks of age. Non-refundable payment of \$ _____ + 6.25 % Texas Sales Tax is required by this age. If payment is not received by this time, the Buyer forfeits any rights to the Dog, and the Dog will be placed in another home. The price of the Dog is to be paid the non-refundable final payment of \$ _____ + 6.25% Texas Sales Tax when the Dog is 6 weeks of age. If payment is not received by this time, the Buyer forfeits any rights to the Dog, and the Dog will be placed in another home. All Deposits, Pick of the Litter Fees, and Payments are non-refundable.

All Deposits, Pick of the Litter Fees, and Payments are non-refundable, however, under certain circumstances at the Seller's discretion may be moved to another litter. (Deposits to hold a puppy are \$ _____ and the pick of the litter fee is \$ _____.)

*****PLEASE NOTE: Puppy deposits applied to a puppy held for more than 2 weeks may not transfer their deposit to another litter. *****

(ANY checks MUST clear the bank before YOU CAN PICK UP YOUR PUPPY).

*Pick of the Litter Payments are non-refundable and may only be transferred to another pick of the litter position if it is available.

We do not accept checks for final payment on puppies LESS THAN 21 days BEFORE PICKUP!

We do accept Visa, MasterCard, and, Discover, and American Express.

Transfer of Ownership and Registration

Upon payment of full Purchase Price, Seller shall promptly take all actions required to officially transfer ownership and registration of the Dog to Buyer.

Puppies are usually ready to go home at 8 weeks of age. Puppies that stay beyond the 8 week time period will be subject to \$20.00 per day boarding fees unless agreed upon in advance. Some puppies need additional time to mature, and we reserve the right to keep all puppies until we feel they are mature enough to go home to their families. Puppies need to be with their families as soon as possible to bond, for training, and for positive reinforcements to begin. You do not want to miss this special part of your puppy's life!

Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

1. This Dog is guaranteed to be in good health to the best of my knowledge at the time of sale. Your puppy may come with a certificate of health from our vet AT OUR DISCRETION.
2. This Dog is guaranteed to be free from life threatening diseases for up to 6 months (genetic diseases for 1 year).
3. Examination by a licensed veterinarian is required within 72 hours of purchase at the Buyer's expense or there will be NO GUARANTEE on the Seller's Part. It is the responsibility of the Buyer to care for the dog or puppy properly and keep it free from harm. Please remember that your dog or puppy must be treated with great care and protected from danger.
4. This contract does NOT cover COMMON internal or external parasites or COMMON viruses. It does not cover minor conditions such as colds, allergies, hernias, open fontanel, or hypoglycemia.
5. If the puppy is found to be unfit for purchase, Crème of the Crop Dachshunds must be notified by buyer along with a written statement from a licensed veterinarian as to the cause or condition, before any replacement will be made. No refunds will be given and shipping cost will be at the expense of the Buyer.
6. In the event of the death of the puppy, a necropsy must be performed to determine the cause of death. Crème of the Crop will not be responsible for these charges.
7. SELLER offers NO CASH refunds. WE DO NOT cover Vet fees and/or services. When a replacement is required, the purchase price will apply toward the price of another puppy of equal value when availability. In the event of a replacement, the puppy must be returned within 72 hours along with all the CKC paperwork and health records.
8. EXTENDED HEALTH GUARANTEE:
WE BELIEVE SO STRONGLY IN THE BENEFITS OF "NUVET PLUS" IMMUNE SYSTEM BUILDER THAT WE WILL EXTEND OUR 6 MONTH GUARANTEE TO 1 YEAR IF YOU USE "NU VET VITAMINS" DAILY FOR AT LEAST 1 YEAR. YOU MUST USE BREEDER Code # 21577 for a special price. 1-800-474-7044
9. Crème of the Crop Dachshunds (Seller) has given the appropriate vaccines and wormings which you will be given a health record.

Crème of the Crop Dachshunds feeds "Diamond Naturals – Small Breed Puppy." We advise you to keep your puppy on this until he/she is at least 1 year of age. At that time, Diamond offers many options for the needs of your pet. Diamond is an excellent source of protein for your puppies growing needs. We also give NuVet Plus Immune System Builder and highly recommend

you keep your puppy on these at the manufacturer's suggested dosage to insure your pet's overall health due to the different environmental conditions with which the dogs and puppies come into contact.

Fitness of Purpose

The Seller at NO TIME guarantees the size, weight, hair coat, skin conditions, color, confirmation, training ability, or temperament of the Dog as an adult dog. All we have are the parents of the puppy and our experience on which to base their weight! You can learn more by reading about normal distribution and standard deviation.

Buyer's Responsibilities

Buyer represents to Seller that:

1. Buyer agrees that it is the Buyer's responsibility to accept the Dog as described. The Seller has provided and the Buyer has acknowledged a full disclosure of the health, habits, and temperament of the puppy at the time of transfer. The puppy's complete health/veterinarian records will be included.
2. Buyers agree to maintain the health of this Dog: completion of all puppy vaccines, monthly flea/tick prevention (Nexguard), monthly heartworm protection (Heartguard), yearly examines, vaccines, and regular vet checkups. Our puppies receive wormings at 2, 4, 6, & 8 weeks, and their first set of puppy shots at 6 weeks of age. All are approved and recommended by our veterinarian. If for any reason the buyer is unable to care for the puppy the Buyer WILL contact the Seller (Breeder) in order to find the puppy/Dog a loving home.
3. The buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming, and responsible care. This includes keeping this dog/puppy parasite free and up to date with vaccinations (including rabies), deworming, provided proper nutrition, which consists of a good quality professional feed given at regular intervals, and fresh water available at all times and necessary veterinary care.
4. The Buyer promises to provide a safe environment for the Dog/puppy and never allow the dog to roam freely without proper fencing or supervision.
5. Buyer will have the Dog spayed or neutered at the earliest appropriate age, decided by the Buyer and Buyer's veterinarian.
6. Buyer is not acting as agent for any other person or business in the purchase of this Dog.
7. Buyer will keep Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel or crate.

CRÈME OF THE CROP DACHSHUNDS RETAINS THE RIGHT

TO CANCEL ANY SALE AT ANYTIME AND IF WE BELIEVE UNAUTHORIZED BREEDING IS INTENDED OR OUR PUPPIES ARE BEING SOLD THROUGH A BROKER. WE WILL RETURN DEPOSITS AND/OR PICK OF THE LITTER FEES WITHIN 30 DAYS AT OUR DISCRETION. THERE WILL BE A \$200 HANDLING FEE.

- 8. Buyer will not sell, give, or release the puppy to a pet shop, retail store, dog dealer, animal testing facility, research facility, dog fighting organization or an agent for any such business or facility.**
- 9. Buyer agrees to provide pictures, videos, and health updates of the puppy/ Dog to the Seller when requested to provide important health, confirmation, temperament, and size/weight of puppy/Dog to help improve our breeding program.**

WE AT CRÈME OF THE CROP DACHSHUNDS ARE VERY CONCERNED ABOUT PUPPY MILLS AND THE TREATMENT OF OUR DOGS IN THEIR FUTURE HOMES. DUE TO THE TYPICAL SUBSTANDARD CARE SOME BREEDING DOGS RECEIVE, WE DO NOT SELL DOGS TO BREEDERS.

TO INSURE THE CONTINUED CARE OF OUR PUPPIES/DOGS WE ARE GIVEN FIRST OPTION OF RESUMING FULL OWNERSHIP OF THE DOG AND OFFER TO HELP FIND A HOME FOR DOGS THAT DUE TO UNPREDICTABLE CIRCUMSTANCES MUST BE PLACED OR SOLD INTO ANOTHER HOME. UPON RETURNING TO NO FAULT OF THE DOG/PUPPY, NO REFUNDS SHALL BE GIVEN. IF THE BUYER AT ANY TIME CAN NO LONGER RETAIN POSSESSION OF THIS DOG, THE DOG/PUPPY CAN NOT BE LEASED, TRADED, OR GIVEN AWAY TO ANY PET SHOP, RESEARCH LABORATORY, ANIMAL SHELTER, OR SIMILAR FACILITY. WE HAVE A WAITING LIST OF PEOPLE WANTING OUR DOGS DUE TO OUTSTANDING QUALITY AND BREEDING.

BY CONTRACT, OUR DOGS CANNOT BE PLACED IN A RESCUE SITUATION OR A SHELTER!

Indemnity and Release

If any action or failure to act on the part of the 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 or judgement with respect hereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Buyer, including but not limited to, damage to or destruction of property, and injury to a person.

Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date of such claim or loss occurs.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event that a court of law finds any part of this agreement unenforceable, all

remaining provisions will be enforced to the full extent of the law. Any disputes shall be litigated under jurisdiction of Robertson County, Texas at Buyer's expense.

WE WILL TAKE LEGAL ACTION IF IT COMES TO OUR KNOWLEDGE THAT ONE OF OUR PUPPIES IS BEING USED AS A BREEDING DOG.

IT IS UNDERSTOOD AT THE TIME OF SALE THAT THIS IS A PET QUALITY DOG/PUPPY, AND IT IS REPRESENTATIVE OF ITS BREED. IT IS STRUCTURALLY AND TEMPERAMENTALLY SUITED AS A COMPANION AND/OR OBEDIENCE DOG. TRAINING CLASSES ARE RECOMMENDED FOR A HAPPY RELATIONSHIP BETWEEN THE DOG AND FAMILY. **WE MAKE IT CLEAR DURING THE PURCHASE OF OUR DOGS THAT WE DO NOT SELL BREEDING DOGS!**

Entire Agreement

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

BUYER'S SIGNATURE: _____ **DATE:** _____

SELLER'S SIGNATURE: _____ **DATE:** _____

Acknowledgement of Receipt

I acknowledge that I have received the above described Dog into my possession on this date.

BUYERS'S SIGNATURE: _____ **DATE:** _____

Thank you for your purchase! We wish you many happy, healthy years with your new English Cream Miniature Dachshund Puppy!