

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!

*****<u>Buyer's directions for completing our Puppy Contract</u>: Buyers please print our contract and only complete the highlighted information on pages 1 – 10. Please leave the date on page 10 under Acknowledgment of Receipt 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). Once you have been approved to place a deposit, your deposit check and completed original contract must be mailed and received within 7 days to be placed on our paid waitlist.

Then, please Priority mail (do not require a signature) all original completed 9 pages along with a check with your deposit (only after getting verbal approval after our phone interview which is required to purchase one of our Dream Crème puppy/puppies) to the address above with checked made out to Leslie Urso.

PUPPY CONTRACT – BILL OF SALE HEALTH GUARANTEE

THIS AGREEMENT n	nade the	day of	, 20	by and between:	
Buyer's Name:					
Seller's Name:	Leslie Urso				
UPON PAYMENT of t	he total sum o	of \$	PLUS	8.25% Texas State	Sales Ta
paid by the Buyer to Se		,,,		•	
grants, sells, conveys, a	nd transfers o	wnership of the t	following dog	g (the "Dog") to Buy	er:
Buyer's Name:					
Address:		Cit	y:	State:	
Phone:	Zip Code:				
Buyer's email address:					
Breed: Miniature Dacl	hshund Sex	K: Col	or:		
Pattern:	Coat: <u>Lon</u>	ghair	Puppy/Dog's	s Name:	
Date of Birth:		Dam:	Sir	e:	
The parties accept and purchase and sale of th		ound by the attac	hed Terms a	nd Conditions gover	ning the
BUYER'S SIGNATUR	E:		D	ATE:	
SELLER'S SIGNATU	RE:		D	АТЕ:	

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: <u>\$</u> Plus 8.25% Texas State Sales Tax

Shipping Costs ARE NOT Included

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

Pick-up Date:	
Seller: Leslie Urso – Owner Date:	
Seller's Signature:	
Buyer: Date:	
Buyer's Signature:	
DEPOSIT PAID: \$ Plus 8.25% Texas State Sales Tax Date:	
Check Number:	
PICK OF THE LITTER FEE (DOES NOT APPLY TO THE COST OF THE PUPPY)	
TOTAL CASH ONLY AMOUNT DUE AT PICK UP: 8.25% Texas State Sales Tax)	(<u>Plus</u>
PAID IN FULL:	
SELLER'S SIGNATURE:	

Terms and Conditions

Deposits, Payments of Purchase Price, Fees

Buyer has paid a non-refundable deposit of <u>25% of the Cost of the Dog, Plus 8.25% Texas</u> <u>Sales Tax</u>. Half of the cost of the Dog (<u>Plus 8.25%</u> Texas Sales Tax) is due when the Dog is three weeks of age. Non-refundable payment of <u>Plus 8.25%</u> 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 nonrefundable final CASH ONLY payment of <u>Plus 8.25%</u> Texas Sales Tax when the Dog is picked up at 8 weeks of age at the earliest. 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 <u>25% of the Cost of the Dog, Plus 8.25% Texas Sales Tax</u> and the pick of the litter fee is <u>\$100.00 Plus 8.25% Texas Sales Tax</u>.)

*****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 accept final payments of CASH ONLY at puppy pick up at 8 weeks at the earliest.

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. <u>EXTENDED HEALTH GUARANTEE:</u> 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: To acknowledge your agreement to each one of the Buyer's representations to Seller listed below, initial to the left of each number.

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 (Seller recommends waiting at the vet's office for 30 minutes in case of allergic reactions to vaccinations), monthly flea/tick prevention (NexGard), monthly heartworm protection (Heartgard), 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.

<u>3.</u> 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.

<u>4.</u> 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.

<u>5.</u> Buyer will have the Dog spayed or neutered at the earliest appropriate age, decided by the Buyer and Buyer's veterinarian.

<u>6.</u> 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 another person, pet shop, retail store, dealer, animal testing facility, research facility, dog fighting organization or an agent for any such business or facility.

<u>9:</u> 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.

10: Buyer agrees to text pictures to the Seller of the puppy/Dog's puppy nursery/puppy safe area by the puppy/Dog's age of 6 weeks.

11. Buyer agrees to print the New Puppy Information Packet, New Puppy Checklist, and New Puppy Transitional Training Information from our website and agrees to read it carefully, follow all breeder/Seller suggestions, and purchase the recommended items/food recommended for the best interests of the puppy/Dog in making the transition to the new home as well as follow the Seller's training provided through the handouts and from texts or conversations with the Seller to help provide a smooth transition of the puppy/Dog to the new home environment to keep stress and anxiety as minimal as possible for the puppy/Dog.

12. Buyer agrees to stay in contact through text messages and phone calls 4 times a day for the first three days (or longer is needed at the discretion of the Seller) after possession of the puppy/Dog as soon as it leaves the Seller's home to monitor the puppy/Dog's progress during the transition phase from the Seller's home to the Buyer's home which is in the best interest of the puppy/dog and Buyer to ensure that the puppy/Dog is drinking adequate water and eating at least 1-2 tablespoons of puppy kibble every 4-5 hours. If the puppy is not eating or drinking adequately the Seller must be notified at once to give alternative suggestions on how to get the puppy to eat food and water during this extremely stressful time for the puppy/Dog. At the same time, the buyer will notify the Seller of the puppy/Dog is urinating.

13. Buyer agrees to tag the Seller/Breeder on all social media posts, stories, and reels, TikTok videos, and if an Instagram account is created for the puppy/Dog, the Seller's information @cremeofthecropdachshunds will be included in the bio information as the breeder of the puppy/Dog for pup dates.

14. Buyer agrees to follow Crème of the Crop Dachshunds' Facebook and Instagram pages and accept the Seller's request to follow Buyer back from all of Crème of the Crop Dachshunds' social media accounts to keep up with the latest information and also send a personal friend request to the Sellers' personal Facebook page (Leslie Perkins Grier Urso) on social media for pup dates and as part of the approval process.

15. Buyer agrees not to put the puppy/Dog on the ground for any reason until the puppy/Dog has received all rounds of puppy immunizations. Buyer agrees not to put the puppy/Dog on the floor or ground in vet clinics, rest areas, dog parks, pet stores, and any other high traffic dog areas.

<u>16.</u> Buyer agrees NOT to send the puppy/Dog for training or to a training facility until all rounds of puppy vaccinations have been completed as well as other vet recommended vaccinations for such facilities.

17. Buyer will not book their flights without first getting approval from the Seller for your pick up date and time due to possible conflicts with other customer pickups for the same day and time. Also, be sure to purchase flight insurance in case you have to reschedule your flight due to unexpected circumstances. Seller will schedule all puppy pickups during the puppies'' 7th week of age not earlier due to each puppy's progress. Be prepared to pick up at 8 weeks of age. Be available for puppy pickups from 8-10 week of puppy's age, so do not plan any vacations or other obligations during these weeks of your puppy's life. If Buyer is unable to be reached to schedule puppy pick up or Buyer is unable to pick up the puppy during weeks 8 -10 of the puppy's age, we will place your puppy in a new home resulting in the loss of your deposit and any payments made for the puppy.

18. Buyer agrees that the Seller will not refund deposits, pick of the litter fees, or any puppy payments, so make sure that you are serious about purchasing a Creme of the Crop Dachshunds puppy by reading all the information on Seller's website and contract before placing a deposit when approval to purchase has been determined by the Seller.

<u>19</u>. Buyer agrees to print, read, follow all of the instructions and training advice on all 4 documents, and purchase all the items on the New Puppy Checklist on our New Puppy Owners page of our website as well as read the NuVet Plus Immune Supplement information. The buyer agrees to read each document several times after placing a deposit on a future puppy or current puppy to prepare for their new puppy/dog. This information guides the buyer through the training and preparation needed for our New Puppy Owners. Buyer is agreeing to follow all recommendations in these documents: Puppy Information Sheet, New Puppy Checklist, New Puppy Transition, Enrichment, Socialization, & Family Education, and Recommended Travel Supply List & Travel Tips.

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 SUSBTANDARD 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 REPREENTATIVE 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: _____DATE: _____

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