



Linda Konya, Owner  
Cell: 512/638-1751 • www.teacupangels.net

## Sales Contract for Puppies

(Revised July 20, 2010)

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, is between Linda Konya (Seller), and \_\_\_\_\_ (Buyer), residing \_\_\_\_\_ with phone# \_\_\_\_\_, and driver license # \_\_\_\_\_.

### Description of Dog/Puppy Sold:

The Seller agrees to sell and the Buyer agrees to buy a **male/female** of \_\_\_\_\_ Breed, Color \_\_\_\_\_, D.O.B. \_\_\_\_\_  
Sire: \_\_\_\_\_, Dam: \_\_\_\_\_

The Buyer agrees and binds him/herself to take good and reasonable care of said puppy/dog. Which includes, but not limited to, feed and housed properly, not to let him/her run loose and/or unattended at any time, give or secure the best attention to the physical welfare of the puppy/dog at the Buyers expense. Not allow the puppy to jump on/off furniture or on/off the bed or other items as this can cause injury to the dogs knees, hips, and back. If the buyer is unable to provide for this puppy/dog, it shall be returned to the seller at no charge or refund by seller. If the buyer decides to return the puppy/dog, the buyer **MUST** have the puppy/dog have a full comprehensive exam, must be update on all shots/wormings, negative fecal exam, AND, above all, the dog must have a negative Brucellosis and Canine Herpes Virus test **before** we will consider the return of the puppy/dog. We cannot and will not jeopardize the health of our other dogs/puppies.

**The puppy/dog shall be of PET quality only as determined by the Seller. If you decide to breed this dog, we will NOT be responsible for anything at all that may not be considered perfect on the dog should you decide to breed. In other words, this dog is being sold as a pet only; if you should decide to breed it, that is your choice, but we do guarantee the dogs soundness for breeding purposes.**

**Pet Quality:** Is defined as a puppy/dog that is being sold only as a companion. Any breeding or showing guarantee does not apply. It is only being sold as a companion only.

### Purchase Price

The purchase price of the puppy/dog will be \$ \_\_\_\_\_ less the non-refundable deposit of \$ \_\_\_\_\_. The balance is due on or before delivery of the puppy/dog. Additional charges shall include, but are not limited to shipping charges, crate, health certificate & travel. Additional Charges: \$ \_\_\_\_\_ **IF SHIPPED. NO PUPPY WILL BE RELEASED WITHOUT A SIGNED CONTRACT!!!! NO EXCEPTIONS!**

### **General Terms and Stipulations of Guarantee:**

Health, Special Conditions & Paperwork:

THIS PUPPY IS GUARANTEED FOR “LIFE” AGAINST ANY HEREDITARY DEFECTS THAT COULD RESULT IN DEATH. IF SAID DOG IS DIAGNOSED WITH ANY “LIFE” THREATENING DISEASE FROM A GENETIC PROBLEM FROM IN-UTERO, THEN BUYER MUST SEND VET REPORT TO BREEDER TO HAVE OUR VET REVIEW AND IF DEEMED TO BE AT RISK, THEN PUPPY MUST BE RETURNED AT BUYER’S EXPENSE TO BREEDER FOR A REPLACEMENT DOG. WE WILL NOT BE RESPONSIBLE FOR ANY VETERINARY EXPENSES. We do not cover hernia’s or luxating patellas. Hernia and patella problems can occur from injury, thus, they are not covered. This puppy to the best of seller’s knowledge is in sound health and free of communicable diseases when it leaves the Buyer's residence. ***Puppy is to be seen by the Buyer’s veterinarian within 48 hours (additional time is granted if puppy is delivered over the weekend.) If this is not done, guarantee is null and void. Shipping and veterinary costs are never reimbursed. If your Vet finds the puppy to be unhealthy for any reason, a FULL written report by your Licensed Veterinarian must be sent to Breeder to rectify your situation within 24 hours of your Vet’s exam. If the Report is received by Breeder, and deemed by our Vet to be accurate, Buyer will have the following options:***

- 1.) You may exchange puppy for another puppy.
- 2.) You may return the puppy for a Full Refund, less the Shipping Charges.
- 3.) Puppy MUST be RETURNED BEFORE Refund or Exchange is made.
- 4.) If the puppy should develop a contagious disease within the 7 days of receipt of puppy, you have the same options as mentioned above with the Licensed Vet’s report being given to breeder within 24 hours of Puppy’s exam of said illness and Breeders Vet deems to be accurate.
- 5.) Linda & Ken Konya do not make any guarantee as to breeding or show capabilities of the animal, and same will not be held liable for any failure in attempts at breeding or showing. Linda & Ken Konya are selling this puppy for companion purposes only; any other use of dog by Purchaser is not covered in any way by this guarantee.
- 6.) In the event of any legal actions arising from or in connection with this guarantee, then Linda & Ken Konya will be paid reasonable attorney fees by the Buyer. Jurisdiction and/or venue of any litigation arising out of or related to this contract shall lie exclusively in the county and state in which Linda & Ken Konya operates their breeding business at the time of purchase.
- 7.) Paperwork and/or documentation for registration of all registered puppies will be sent by regular mail.

**\*\*We will not be responsible for any Veterinary fees.\*\***

A registration certificate will be provided 160 days of payment in full unless other restrictions apply such as extreme illness. You are provided with an original certificate within 160 days from the date of purchase, if you loose the certificate, we will happily replace it. If you loose it again, we will not replace it for the third time.

Health Problems - a letter from the examining veterinarian from a State University Veterinary Medical Center or equivalent (i.e., Texas A&M, Purdue Veterinary, etc.) is necessary for the

return of any puppy/dog, stating date of exam and complete diagnosis. The Seller reserves the right to have said dog examined by a second veterinarian of Seller's choice. Seller will pay for Veterinary consultation for Seller's Veterinarian, but will not be responsible for expenses to Buyer's Veterinarian. Should conflicting diagnosis result, a third separate opinion will be expected, the cost to be shared equally between the Buyer and the Seller.

Limitations of Guarantee – This guarantee is not transferable to any other individual, group, organization, or entity. Dog must be properly cared for and nourished with a High Quality Dog Food, and all vaccinations must be kept current in order to maintain the effectiveness of this guarantee. We will not be responsible for neglect or abuse of these tiny dogs in regards to knee/hip problems. No replacement will be provided if a female/male has been bred. No dog shall be returned to Linda & Ken Konya until they have been tested for Brucellosis and Canine Herpes---Absolutely NO EXCEPTIONS. No replacement will be provided once the registration application has expired, if any. (Buyer must follow Breeder recommendations, including recommended dog food(s), etc.)

If You Change Your Mind About Puppy before or after Purchase – If you decide at any time before full purchase has been made; in other words, you decide against getting the puppy for whatever reason, you will lose your entire deposit. No money will be refunded and all monies received toward previous puppy will apply to a future puppy of equal value once one becomes available (must be same sex, breed, registry, approximate size).

Deposits – ALL deposits are non-refundable. ALL deposits received must accompany a signed Sales Contract---NO EXCEPTIONS....ALL deposits are one-half (1/2) the purchase price of the puppy.

Payments – Full purchase price of puppy must be received with a signed Sales Contract before we release any puppy. We expect payments to be made each month for the puppy until the puppy has been released by us to go home with his/her new owners.

WE DO NOT RECOMMEND SPAYING/NEUTERING BEFORE ONE YEAR OF AGE ON YORKIES & CHIHUAHUAS!!! No matter what your veterinarian says!!! **There have been many Chihuahuas/Yorkies anesthetized that have never recovered from the anesthesia---this is a proven fact no matter what your veterinarian says.** The number is staggering and it is unbelievable the amount of phone calls I get and have had in regards to people losing their loved ones on the table for a spay/neuter before one year of age. PLEASE do not risk it. If you have them spay/neuter, and your puppy becomes ill or dies, we will not replace that puppy under any circumstance. Tiny puppies react very differently in response to anesthesia and the trauma of surgery. Please do not let any veterinarian perform **any** surgery on your Chihuahua/Yorkie before one year of age UNLESS it is for something life threatening. IF your puppy needs to have surgery of whatever kind, ask if your puppy can be “gassed” down INSTEAD of anesthesia. Most procedures can be performed with this method and it is much safer for the Chihuahuas and the Yorkies.

All above-mentioned conditions must be met or this guarantee will be considered null and void in all parts thereof. All laboratory verification will be performed by a licensed veterinarian by a State University Medical Center or equivalent. The Buyer is responsible for all transportation costs to and from Linda and Ken Konya. Linda and Ken Konya are not responsible for any veterinarian expenses incurred and accumulated by the Buyer on returned or replaced puppy or dog.

**Integration Clause** The entire Agreement between the parties is contained herein.

I, the undersigned Buyer of a puppy from Linda and Ken Konya acknowledge that I have received this document. I further accept the terms and conditions of this guarantee as stated above and hereby relinquish any and all other rights that I may otherwise have, should any event

occur to necessitate the execution of this guarantee. Buyer acknowledges by signing below that he or she understands and agrees to all terms and conditions of this document.

**Signatures and Dates**

Seller: Linda Konya Buyer : \_\_\_\_\_

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

Seller: Ken Konya Buyer : \_\_\_\_\_

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

**Additional Comments :**

**FEED A GOOD PREMIUM DOG FOOD**

**FEED PUPPY 3 TIMES DAILY (*CHIHUAHUAS & YORKIES NEED DRY FOOD 24/7*)**

**USE NUTRI-CAL 2 TIMES DAILY**

**KEEP DRY PUPPY FOOD DOWN AT ALL TIMES AND FRESH WATER DAILY**

Teacup Angels  
Linda Konya  
512/638-1751 Cell