

Dawna Berg Bancroft

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## PURCHASE AND SALE AGREEMENT ESHABETA II KENNEL

THIS AGREEMENT REPLACES ALL PRIOR AGREEMENTS. THIS AGREEMENT IS ENTERED INTO ON  
(DATE) \_\_\_\_\_

SELLER WISHES TO SELL AND PURCHASER WISHES TO BUY:

ONE FILA BRASILEIRO PUPPY / DOG / BITCH, DESCRIBED AS:

SEX \_\_\_\_\_

COLOR \_\_\_\_\_

ID # \_\_\_\_\_

SIRE BY \_\_\_\_\_

OUT OF (MOTHER) \_\_\_\_\_

DOB \_\_\_\_\_

THIS PUPPY HAS HAD ALL IMMUNIZATIONS AND WORMINGS NEEDED ACCORDING TO VETERINARIAN STANDARDS FOR THE AGE OF THE PUPPY. A SHOT AND WORMING RECORD WILL BE PROVIDED. WE WILL HAVE THIS PUPPY EXAMINED BY A VETERINARIAN PRIOR TO SHIPPING AND A HEALTH CERTIFICATE WILL BE PROVIDED.

THE PUPPY YOU HAVE SELECTED IS GUARANTEED BY ESHABETA KENNEL TO THE ORIGINAL PURCHASER ONLY. THIS PUPPY APPEARS TO BE OF SOUND BODY, AND IN GOOD HEALTH, AS APPEARS TO THE EYE AT THE TIME OF THIS SALE. THE PURCHASER IS STRONGLY URGED TO ESTABLISH A RELATIONSHIP WITH A VETERINARIAN OF THEIR CHOICE. ANY VET CAN GIVE SHOTS

AND WORM A DOG, BUT SKILL LEVEL IN DIAGNOSTICS AND SURGERY VARY GREATLY. YOU WILL WANT A VET WHOSE SKILLS ARE EXCELLENT SHOULD YOU EVER NEED MORE THAN MINIMAL CARE FOR YOUR PETS. THIS PUPPY IS GUARANTEED UNTIL THE AGE OF TWO YEARS AGAINST HEREDITARY AND CONGENITAL DISORDERS THAT WILL INTERFERE WITH THE PUPPY'S ABILITY TO LEAD A NORMAL LIFE, EXCLUDING UMBILICAL HERNIAS WHICH ARE COMMON IN THIS BREED, BLOAT / TORSION, HYPER EXTENDED OR RUPTURED CRUCIATE LIGAMENTS AND ALL OTHER CONDITIONS WITH A STRONG ENVIRONMENTAL COMPONENT. SHOULD YOUR VET FIND A HEREDITARY OR CONGENITAL DISORDER, YOU SIMPLY SUPPLY US (MY VET) WITH THE LETTER HEAD WRITTEN AND SIGNED REPORT FOR OFA / PEN-HIP / YOUR VET, STATING THIS PUPPY IS SEVERLY AFFECTED. MY VET AND I WILL CONSULT ABOUT HIS INTERPRETATION OF YOUR VETS FINDINGS AND IN CASES WHERE WE DISAGREE WITH THOSE VETS FINDINGS WE WILL ASK YOU TO SUBMIT THE X-RAYS TO OFA OR PEN-HIP. WE WOULD THEN REPLACE THE PUPPY (AFTER PROOF OF ALTERATION) WITH A PUPPY OF EQUAL VALUE. IN NO CASE WILL A PUPPY FOR WHICH YOU HAVE PAID LESS THAN \$1,200 BE REPLACED, AS PUPPIES SOLD FOR LESS THAN THAT DOLLAR AMOUNT ARE CONSIDERED PETS. WE DO ALLOW ANYONE PURCHASING A PET THE OPTION OF PAYING THE SUM OF MONEY EQUAL TO \$1,200 AND REQUEST A REPLACEMENT WITH THE SAME CRITERION OF PROOF ( MUST BE DONE BY 15 MONTHS OF AGE AND ORIGINAL DOG ALTERED ). EXAMPLE; YOU PURCHASE A PET QUALITY PUPPY FOR \$800 AND YOU NEED THE PUPPY REPLACED. YOU WOULD PAY AN ADDITIONAL \$400 PLUS ALL ASSOCIATED SHIPPING COSTS AND YOU COULD HAVE HIM/HER REPLACED. UNDER NO CIRCUMSTANCES DO WE PAY VETERINARIAN BILLS INCURRED BY THE PURCHASER. ALL VETERINARIAN BILLS AND TRANSPORTATION COSTS ARE THE PURCHASERS RESPONSIBILITY. PUPPIES ARE NOT PLACED WITH THE PURCHASER ON A TRIAL BASIS, BUT THEY CAN BE RETURNED TO US AT ANY TIME FOR ANY REASON ALTERED OR NOT. PURCHASER MUST BE AWARE THAT NO REFUNDS WILL BE GIVEN AND THAT THEY ARE TAKING FULL RESPONSIBILITY FOR THE PUPPY FROM THE TIME OF ITS ARRIVAL TO THEM. AT NO TIME SHOULD A PUPPY / DOG BE PLACED IN ANY RESCUE ORGANIZATION, SHELTER, DOG POUND, OR SIMILAR.....AND / OR FOR ANY REASON. YOU MUST AGREE TO RETURN THE DOG/ PUPPY TO ME OR PLACE IT IN A LOVING RESPONSIBLE HOME. I AM HAPPY TO ASSIST WHEN POSSIBLE WITH HELPING YOU TO PLACE YOUR DOG / PUPPY.

OUTLINED HERE YOU WILL FIND 3 OPTIONS OF PURCHASE. PLEASE INITIAL TO THE LEFT BY THE OPTION WE HAVE AGREED UPON.

\_\_\_\_\_ THIS PUPPY / DOG / BITCH HAS BEEN ADOPTED OR PURCHASED AS A "PET". YOU AS THE OWNER AGREE TO KEEP THIS PUPPY IN TOP CONDITION. YOU AGREE TO HAVE THIS ANIMAL SPAYED OR NEUTERED BY 15 MONTHS OF AGE (WHEN GROWTH PLATES ARE CLOSED). SHOULD THIS ANIMAL NOT BE ALTERED AND SHOULD BECOME PREGNANT OR IMPREGNATE A FEMALE OF ANY BREED YOU AGREE TO PAY THE DIFFERENCE BETWEEN THE PRICE PAID AND THE CURRENT "OPEN REGISTRATION PRICE". OPEN REGISTRATION CURRENT PRICE IS \$ \_\_\_\_\_. PAPERS ARE HELD UNTIL PROOF OF ALTERATION IS PROVIDED. PET PAPERS ARE LIBERALLY STAMPED "PET QUALITY / NOT FOR BREEDING"

\_\_\_\_\_ THIS PUPPY HAS BEEN PURCHASED ON AN OPEN REGISTRATION PAPER, MEANING THAT YOU HAVE PERMISSION TO SHOW / BREED. YOU AS PURCHASER AGREE TO KEEP THIS PUPPY / DOG / BITCH IN TOP CONDITION. IF THIS PUPPY IS BRED PRIOR TO 18 MONTHS OF AGE IN THE CASE OF A BITCH OR 12 MONTHS OF AGE IN THE CASE OF A MALE, INTENTIONALLY OR NOT, YOUR GUARANTEE IS VOID.

\_\_\_\_\_ THIS PUPPY HAS BEEN PURCHASED AS A "PET" WITH AN OPTION TO SHOW / BREED AT A LATER DATE. I WILL HOLD THE PAPERS UNTIL THE DECISION IS REACHED BY 15 MONTHS OF AGE OF THE DOG PURCHASED. NO EXCEPTIONS. PAST THE AGE OF 15 MONTHS THE DOG MUST BE ALTERED OR THE PAPERS WILL BE STAMPED "PET QUALITY / NOT FOR BREEDING" AND YOU WILL BE REQUIRED TO PAY THE ADDITIONAL SUM EQUAL TO CURRENT FULL REGISTRATION PRICE AS A PENALTY WITHOUT THE BENEFITS OF FULL REGISTRATION OR A GUARANTEE.

IT IS REQUIRED THAT YOU FIND A REPUTABLE VETERINARIAN TO KEEP THIS PUPPY UP TO DATE ON ALL VACCINATIONS AND WORMINGS ACCORDING TO VETERINARIAN STANDARDS FOR YOUR AREA ( WE DO NOT HAVE HEARTWORM HERE, BUT YOU MAY IN YOUR AREA OR ONE YOU MOVE TO AFTER THE PURCHASE) AND THE AGE OF THE PUPPY / DOG / BITCH. IT IS A REQUIREMENT OF THIS PURCHASE THAT YOU AGREE TO KEEP THE PUPPY ON THE FOLLOWING SUPPLEMENTS; 500 ML OF VIT C / 500 ML OF GLUCOSAMINE AND 1000 ML OF FISH OIL. ALL OF THESE ITEMS ARE CURRENTLY AVAILABLE AT COSTCO / WAL- MART AND SAMS CLUB. NONE ARE EXPENSIVE AND ALL COME IN PILL / CAPSULE FORM FOR EASE OF FEEDING. THIS PUPPY IS CURRENTLY EATING INNOVA ADULT FORMULA. IF THIS FOOD IS NOT AVAILBLE PLEASE GO TO [HTTP://WWW.DOGFOODANALYSIS.COM](http://www.dogfoodanalysis.com) AND CHOOSE A DOG FOOD RATED 5 OR 6. AS YOU ARE AWARE WE DO NOT FEED CANNED FOOD WE COOK REAL MEAT FOR OUR DOGS EVERY DAY. WE SUGGEST YOU DO THE SAME. CHICKEN OR HAMBURGER IS EASY TO PREPARE AND INEXPENSIVE. CONTACT ME FOR SUGGESTIONS. THE ADULT SIZE, CONFORMATION, COLOR HAIR TEXTURE LACK OF SHEDDING, BREEDING CAPABILITIES (IF APPLICABLE) ARE HINGED IN PART ON YOUR WILLINGNESS TO PROVIDE QUALITY FOOD. I ASSUME NO REPOSIBILITY FOR THE PUPPY AFTER LEAVING OUR PREMISES FOR ACCIDENT , INJURY, DISAGREEMENT OF FAMILY MEMBERS, VETERINARIAN EXAMS, MEDICATIONS, MORTALITY, BEHAVIOR, DISEASE OR FOR ANY OTHER REASONS. I DO NOT PAY VETERINARY BILLS INCURRED UNDER ANY CIRCUMSTANCES, AND THE PURCHASER IS AWARE THAT NO REFUNDS WILL BE GIVEN AS THEY ARE TAKING FULL RESPONSIBILITY FOR THIS PUPPY FROM ARRIVAL DATE FORWARD. PROVIDING ADEQUATE EXERCISE, HUMAN CONTACT, LIVING PRIMARILY INDOORS WITH THE FAMILY . BECAUSE UNDER ADVERSE OR THREARENING CIRCUMSTANCES, THE DOG MAY BE AGGRESSIVE AND MAY BITE, THIS TEMPERAMENT REQUIRES THE DOG MUST BE PROPERLY SOICALIZED AND RECEIVE OBEDIENCE TRAINING UNDER THE INSTRUCTION OF A PROFESSIONAL TRAINER. PURGHASER STIPULATES AND AGREES THAT THE SELLER HAS THOROUGHLY AND UNDERSTANDABLY EXPLAINED THE FOLLOWING INFORMATION CONCERNING THE PUPPY / DOG / BITCH PURCHASED. THE FILA BRASILEIRO IS A LARGE AND STRONG BREED WHICH HAS BEEN USED AROUND THE WORLD FOR MANY PURPOSES, INCLUDING TRACKING, HERDING, AND PROTECTION WORK OF MANY VARIETIES. THE DOG IS VERY LOYAL, TERRITORIAL, AND CAPABLE OF PROTECTIVE BEHAVIOR ON BEHALF OF ITS OWNER.

IN NO CASE WILL ANY PUPPY / DOG / BITCH BE REPLACED UNTIL THE ORIGINAL PUPPY / DOG / BITCH HAS BEEN ALTERED EUTHENIZED OR RETURNED TO SELLER AND WRITTEN PROOF ON LETTERHEAD OF VETERINARIAN PROVIDED TO SELLER.

I, AS THE PURCHASER OF THIS PUPPY, DO HERBY GUARANTEE THAT I AM NOT A BROKER OR A PUPPY MILL. I FURTHER AGREE THAT I AM AWARE THAT PLACING THIS PUPPY IN SUCH A PLACE OR WITH SOMEONE WHO IS PART OF SUCH AN OPERATION IS A VIOLATION OF THIS CONTRACT. TO PLEAD IGNORANCE OF THE CIRCUMSTANCES IS NOT AN EXCUSE. PURCHASER IS MADE AWARE THAT IF HE OR SHE MISREPRESENTS THEMSELVES AS THE REAL PURCHASER WHEN IN FACT THEY ARE PURCHASING FOR A THIRD PARTY WILL ALSO BE CONSIDERED A VIOLATION OF THIS CONTRACT. ADOPTER AGREES THAT IF ANY CONDITIONS OR TERMS OF THIS CONTRACT ARE VIOLATED BY THE PURCHASER, THE PURCHASER WILL PAY RESTIUTION, WHICH IS EQUAL TO THE AMOUNT ALREADY PAID. IF COURT ACTIONS ARISE DUE TO THIS PURCHASE IT IS AGREED THAT ALL COURT COSTS / TRAVEL EXPENSES / LEGAL FEES INCURRED WILL BE PAID BY THE ADOPTER, ALL ACTIONS WILL BE HELD IN A WASHINGTON STATE COURT AND BE SUBJECT TO WASHINGTON LAWS. PURCHASING A PUPPY SHOULD NOT BE AN IMPULSE DECISION AND IT IS YOUR RESPONSIBILOITY TO UNDERSTAND THAT YOU ARE MAKING A DECISION FOR THE LIFETIME OF THE PUPPY.

SELLER AND PURCHASER AGREE THAT ALL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT ARE PROVIDED FOR HEREIN, AND THAT THERE ARE NO SEPARATE ORAL AGREEMENTS WHICH SHALL AFFECT THE TERMS OF THIS CONTRACT.

**PURCHASER:**

**BY:** \_\_\_\_\_

**SIGNATURE**

**DATE:** \_\_\_\_\_

**NAME OF PURCHSER PRINTED:**

\_\_\_\_\_

**ADDRESS OF PURCHASER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE: HOME** \_\_\_\_\_ **CELL:** \_\_\_\_\_  
**WORK:** \_\_\_\_\_

**SIGNATURE OF SELLER** \_\_\_\_\_

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