

Schnese Blessings

Thomasville, North Carolina 27282

(336) 239-9924

**NORTH CAROLINA
DAVIDSON COUNTY**

PUPPY PURCHASE CONTRACT

_____, hereinafter BUYER(S), hereby agrees to purchase from SCHNESE BLESSINGS, hereinafter SELLER, a puppy, in consideration of the purchase price, mutual promises, and subject to the following terms and conditions, further agrees as follows, hereinafter, the AGREEMENT.

The designation Buyer and Seller as used herein shall include said parties, their heirs, successors and assigns and shall include, singular, plural, masculine, feminine or neuter as required by context.

1. **PURCHASE PRICE:** The total purchase price shall be **\$1200.00** and shall be payable as follows:
 - A.) DEPOSIT DUE UPON EXECUTION OF THIS AGREEMENT
\$400.00
 - B.) BALANCE DUE UPON PICK UP OF PUPPY BY BUYER
\$800.00
2. **PAYMENT OPTIONS:** Buyer may pay the Deposit by Cash, Postal Money Order, Venmo, Pay-Pal, Square, or Cash App. If paid by Pay-Pal or Square, a fee of 4% will be added to the Deposit amount due and BUYER shall list SELLER'S email address, as the receipt. WE DO NOT ACCEPT PERSONAL CHECKS FOR FINAL PAYMENT.

Buyer may pay the BALANCE DUE UPON PICK UP by the methods listed above.

There are NO REFUNDS of the DEPOSIT unless the puppy is born and dies prior to being made available for pickup. The deposit reserves a particular puppy for a particular BUYER and in reliance thereon, that puppy is no longer offered for sale to others and SELLER incurs expenses related to preparing said puppy for pick up by BUYER, including, but not limited to, Veterinary examination and treatment and Micro-Chip implanting.

- 3. TIME AND PLACE OF DELIVERY:** No puppy will be deemed by SELLER to be ready for delivery to BUYER prior to the puppy reaching eight weeks of age, having a Micro-Chip implanted and being cleared for delivery by a Veterinarian of SELLER'S choosing. When the puppy is ready for delivery, the place of delivery shall be the SELLER'S place of business located at 405 Heitman Road, Thomasville, North Carolina, 27360. NO PUPPIES WILL BE SHIPPED UNLESS DISCUSSED WITH THE SELLER AND APPROVAL IS MADE BY THE SELLER.

Seller WILL NOTIFY buyer, by phone and/ or email, using the contact information provided by BUYER for this purpose, when the puppy is ready for delivery. Upon notification by SELLER, BUYER has seven, (7), days to pay the BALANCE DUE and pick up the puppy without incurring any additional charges for care and boarding.

Should BUYER fail to pay the BALANCE DUE and take delivery of the puppy within seven (7) days of SELLER'S notice, BUYER will be assessed a care and boarding fee of twenty dollars (\$20.00) per day in addition to the BALANCE DUE and all monies shall be paid in full prior to SELLER releasing puppy to BUYER. Said care and boarding fee is not intended to be punitive as the parties recognize that BUYER, due to scheduling or other circumstances, may need to accept delivery at a latter date, within reason, and the puppy will require additional care and boarding.

In the event the puppy is not ready, for whatever reason, for delivery, in the expected time frame, by SELLER to BUYER, SELLER shall contact BUYER by phone and/or email to explain the circumstances of the delay and BUYER shall not assess any additional charges for care and boarding associated with the SELLER'S keeping of the puppy beyond the expected time of delivery.

4. **BUYER'S CONTACT INFORMATION:** BUYER provides the following contact information to be used for any and all notification purposes. BUYER understands and agrees the SELLER must be able to have the ability to communicate quickly and reliably with the BUYER and BUYER will make all necessary efforts to both update SELLER of any changed contact information and immediately respond to any communication from, or on behalf of, SELLER. BUYER further understands and agrees that should SELLER not be able to reach BUYER by phone or BUYER not timely respond to email, SELLER may, at its sole discretion, determine BUYER to be in default of this AGREEMENT and BUYER shall forfeit their DEPOST and right to purchase the puppy in addition to any other damages and/or remedies that may be available to SELLER.

NAME: _____

PHONE NUMBER(S): () _____

() _____

() _____

EMAIL: _____

DRIVERS LICENSE INFO: _____

MAILING ADDRESS: _____

CITY: _____

STATE AND ZIP CODE: _____

5. **PUPPY'S IDENTIFYING INFORMATION:**

PUPPY'S NAME: _____

PUPPY'S MOTHER'S NAME: _____

PUPPY'S FATHER'S NAME: _____

PUPPY'S SEX: _____

PUPPY'S COLOR AND/OR MARKINGS: _____

PUPPY'S DATE OF BIRTH: _____

6. **PUPPY IS BEING SOLD AS A PET ONLY:**

BUYER further understands and agrees that at no time and under no circumstances shall the puppy identified above be offered for or allowed to breed or otherwise reproduce, that this puppy is sold for, and shall only be used as a pet. Any breeding, reproduction, or attempt thereof, shall constitute a breach of this AGREEMENT and result in liquidation damages as set out in section seven (7) below.

BUYER further understands and agrees that SELLER is in the business of breeding and selling dogs and, to that end, has spent considerable time, expertise and expense developing specific blood lines for that purpose. SELLER has a proprietary business interest in said blood lines and any unauthorized breeding or reproduction of the above identified puppy will cause SELLER to suffer economic damages. BUYER also understands that no registration papers will be given when a puppy is purchased as a Pet Only.

7. **LIQUIDATION DAMAGES:** BUYER understands and agrees that should the BUYER violate any of the terms or provisions contained in section six (6) above or section eight (8) below, said violation will cause SELLER to suffer economic damages that, by their nature, are not easily ascertainable. Because of the inherent difficulty in determining the value of said damages, BUYER and SELLER agree that the sum of Five Thousand and no/100 Dollars (\$5,000.00) is a fair and reasonable amount for such damages and said amount shall be paid by BUYER to SELLER for each and every violation of said term or provision contained in section six (6) or section eight (8) below.
8. **RIGHT OF FIRST REFUSAL:** BUYER understands and agrees that SELLER DESIRES THAT THE PUPPY/DOG ALWAYS HAS A SAFE AND PROPER HOME AND RECEIVES PROPER CARE. If, for any reason, BUYER has accepted delivery of the puppy and later is unable or unwilling to continue to care for the puppy/dog or wishes to transfer possession or ownership of the puppy/dog, BUYER shall immediately notify SELLER and SELLER shall have the right to purchase the puppy/dog from BUYER for the sum of One and no/100 Dollar (\$1.00). Nothing contained herein shall prevent the parties hereto from agreeing on an appropriate subsequent owner for the puppy/dog, and should the parties so agree, SELLER may waive this right of first refusal.

9. **HEALTH GUARANTEE AND CONDITIONS:** Prior to Delivery to BUYER, the puppy will have been examined by an appropriate Veterinarian and will only be delivered to BUYER if the Veterinarian determines the puppy to be in good health. Once BUYER has accepted deliver, BUYER has five (5) days to have the puppy examined, at BUYER's expense, by a Licensed Veterinarian. Should BUYER'S Veterinarian determine the puppy to be unsound and provide appropriate documentation of same, the puppy may be returned to SELLER and BUYER may exchange the unsound puppy for another puppy, should one be available at the time of return and if not, when a puppy is made available. THERE WILL BE NO REFUNDS OR EXCHANGES AFTER THE EXPIRATION OF FIFTH (5TH) DAY AFTER DELIVERY. Vaccines must be no less than 3 weeks apart and no more than 4 weeks apart for a series of 3-4 vaccination depending on your vet. Rabies vaccines cannot be administered before 16 weeks of age. If you allow to do any of these early your guarantee is voided. No warranty, guarantee or promise of any kind or nature si given to the puppy's disposition, lifespan, size, color, show quality or breeding quality. Additionally, hypoglycemia, retained testicles, bad bites, worms, coccidiosis, giardia and/or hernias shall not be grounds for return of a puppy. Should a licensed Veterinarian diagnose the puppy with a life-threatening birth defect or genetic defect, the SELLER will replace the puppy limited to 1 year from the date of purchase. Discretion will be made by SELLER. No refund or exchange will be allowed on a deceased puppy until, at BUYER'S expense, a necropsy has been performed at the School of Veterinary Medicine at North Carolina State University in Raleigh, North Carolina, and the documented result of said necropsy indicates death was due to a medical defect or condition existing at the time of Delivery of the puppy to BUYER from SELLER.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiation, and discussions, whether written or oral, between the parties with respect thereto.
11. **BINDING EFFECT; ASSIGNMENT; AND SUCCESSORS.** This Agreement and the rights and obligations hereunder shall not be assigned or delegated by any party hereto without the prior written consent of the other parties hereto, which may be granted or withheld in any party's sole discretion. Any attempted assignment of delegation not made in compliance with this section 12 shall be void and of no effect. This agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns.
12. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, without regard to the conflicts of laws and principles thereof.

13. **PUBLICITY.** No party hereto may issue any press release or other public announcement relating to the Agreement or the transactions contemplated hereby without the prior approval of the other parties hereto; provided, however, nothing in this Section 14 will preclude any party from making disclosures required by State or Federal tax law or governmental authority.
14. **CONSTRUCTION.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no authorship of any of the provisions of this Agreement. Any reference to any Federal, State, Local or Foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. Any reference to the singular in this Agreement shall also include the plural and vice versa. All pronouns and any variations thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation hereof or thereof.
15. **SEVERABILITY.** Any invalidity, illegality, or limitation of the enforceability with respect to any one or more of the provisions of this Agreement, or any part hereof, shall in no way affect or impair the validity, legality, or enforceability of this Agreement. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall, to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
16. **ENFORCEMENT.** In the event that BUYER breaches, defaults or otherwise violates any term, provision or condition of this AGREEMENT, BUYER shall pay all costs of whatever kind or nature incurred by SELLER to enforce this AGREEMENT including, but in no way limited to SELLER'S investigative costs, attorney fees, court costs, filing fees or any other amount associated in any way with SELLER's enforcement of this AGREEMENT. Repayment of these costs are in addition to any other remedies or damages, liquidated or otherwise, to which the SELLER may be entitled and are in no way a limitation on, or election of available remedies.

THIS THE _____ DAY OF _____ 20____.

BUYER

SCHNESE BLESSINGS

BY: JOANNE ADAMS