

CASTLE CREEK CAVALIERS

Sharing Puppy Love

PUPPY ADOPTION/HEALTH CONTRACT

At Castle Creek cavaliers our mission is to produce puppies of superior quality to fulfill the pleasures of the most discerning pet owner. We go to great length to select the proper parents free of faults and full of desirable traits along with temperament and personality that is relaxing to be around. We work hard from the time they are born until they leave our home to ensure that each puppy is developed as an individual and love to be with people yet well mannered. We believe that all these things are important to you, the new owner to make your adjustment and new addition the most pleasurable experience you have ever had.

Buyer understands the puppy being purchased can be a fragile breed. Furthermore, buyer understands additional care will be needed to ensure health and wellbeing of said puppy. The first few weeks let puppy adjust to new surrounding and be in home with puppy to ease the stress of the transition.

This Agreement is made between Merle Tucker, ("Breeder") and the Buyer described below ("Adopter"):

Merle Tucker is doing business as: Castle Creek Cavaliers & founder of & supporting Sharing Puppy Love- non-profit
castlecreekcavs@aol.com 46420 Volare Rd Temecula, Ca. 92590 Phone: (760) 518-8160

Buyer: _____

Date puppy was transferred to new owner: _____

Address: _____

Telephone: _____ Email address: _____

Breeder hereby sells to Buyer and transfers custody of the Cavalier King Charles Spaniel ("Dog")

Dog's Name: _____ Date of Birth: _____

AKC Reg. No.: _____ Genger: _____ Color: _____

Sire: _____ Sire AKC Reg.#: _____

Dam: _____ Dam AKC Reg.#: _____

1. Total purchase price: \$_____dollars. Deposit made \$_____Date: _____
The balance of \$_____ is due at time of signing this agreement.
2. This dog is in good health at the time of sale. Breeder herby confirms that the Dog has no known disease or illness, and no known congenital or hereditary condition that adversely affects the health of the dog at the time of sale or that is likely to adversely affect the health of the dog in the future. Breeder is providing at the time of sale, and Buyer acknowledges receipt of :
 - a. Record of inoculations and worming treatment administered to the Dog showing

- dates products used.
- b. Record of Vet treatment and medication given to the dog.
3. Buyer shall have the Dog examined by a veterinarian within ten (10) days of sale. Proof of the exam shall be sent to the seller within 5 days of exam.
4. If Buyer's veterinarian determines the Dog to be clinically ill, Buyer shall present their veterinarian's certificate of illness or defect within the time frame specified by law and shall be entitled to remedies permitted thereunder. A statement of Buyer's rights under the law is attached here to, and receipt of same is acknowledged by Buyer.
5. Buyer will keep Breeder informed of the Dog's health and of any illness, injuries or genetic/ inherited conditions the Dog may develop.
6. Buyer agrees that:
- This Dog is a companion dog to live in Buyer's home only, not ever left home for longer than 3 hours, left outdoors, crated or kenneled nor reside with any other person.
 - This Dog will be AKC registered in Buyer's name within 90 days of transfer date.
 - This Dog will be kept on the food & vitamins this Dog is used to (list provided).
 - This Dog will not be given a Bordetella shot any time before 8 months old.
7. Due to the many health problems with spayed/neutered dogs before 11 months old, this dog will be spayed/neutered between 11 – 13 months old, no later than its 13th mo. **Proof of the procedure shall be sent to Breeder within a week of when the Dog is spayed/neutered.** If dog was spayed/neuter before 11-13 mo. and proof not sent to Castle Creek Cavaliers there will be a (\$500) fee for breaking this agreement and Breeder will not be liable for health problems associated from having done before 11 mo.
8. This Dog will never be bred, on purpose or by accident. If Buyer uses dog to be bred the Dog and any puppies sired or whelped by this Dog immediately becomes property of the Breeder. Buyer shall also forfeit (return) to Breeder any other dogs that the Buyer has ever purchased from Breeder: and Buyer shall be liable to Breeder for liquidated damages in the amount of eight thousand dollars (\$8,000), and for Breeder's attorney's fees incurred in attempting to enforce this provision.
9. This Dog can be returned to Breeder at any time; no reason is required. If Buyer is ever unable or unwilling to keep the Dog, will return it to the Breeder at no cost and AKC papers shall be signed over to Breeder in such case. Breeder shall have right of first refusal on the Dog and no placement or transfer of the Dog shall be made without Breeder's written approval. Buyer may not, at any time or for any reason, surrender, give or sell this Dog to shelter, rescue, pound, breeder or broker.
10. If the Buyer ever believes the Dog should be euthanized due to temperament or health, then (except for A true emergency where time does not permit), Buyer will contact Seller, and if the Seller agrees to Take dog back rather than euthanize, Buyer will return the dog to Seller.
11. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties. Any changes or amendments must be made and signed by all parties. This agreement may be signed I counterparts. A photocopy, fax or scan other this agreement shall be acceptable as the original. This agreement is made under the laws of California and any disputes arising out of it shall be heard in California. Breeder certifies as to the truth of representations made herein.
- Buyer has read and understands this agreement and acknowledges receipt of a copy of same and all attached documents as described herein, and acknowledges that all medical information about the Dog as set forth in this Agreement has been orally presented to the buyer.:
- Records described in paragraph 2 of this Agreement.

b. Statement of Buyer's rights under law, described in this Agreement.

Buyer Signature: _____

Sellers Signature: _____