



BEACH COTONS
Gregory Beach.
148 Crystal Creek Circle
Oakdale, PA 15071

www.beachcotons.com

412.726.0199

greg@beachcotons.com

Companion & Pet Dog Sales Agreement

This certifies, Gregory Beach, of Beach Cotons, hereinafter referred to as the Seller, agrees to sell ownership of the male _____ female _____ Coton-de-Tulear, born ____/____/____, and named _____, AKC reg. # _____, AKC Reunite microchip # _____, Sire _____, Sire's AKC reg# _____, Microchip # _____, Dam _____, Dam's AKC reg# _____, Microchip # _____, to _____, hereinafter referred to as the Purchaser(s), for the purpose of companion and pet for the agreed upon price of \$ _____, under the following terms and conditions:

1. A non refundable deposit of \$ _____ has been paid by the Purchaser(s) to the Seller. The deposit shall be applied to the final purchase price stated above.
2. Upon execution of this contract and receipt of payment in full the Seller shall release the dog to the Purchaser(s). Payment is due on or before the go home date set by the Seller. The Purchaser(s) is responsible to arrange and pay for transportation of the dog to Purchaser's residence. If the Purchaser(s) cannot come to personally pick up the dog the use of a flight nanny may be required. The Seller is unwilling to ship dogs unattended as cargo. The Purchaser(s) is responsible for all expenses necessary to transport the dog, including an airline approved carrier. If the Purchaser(s) does not pick up the dog within 10 days of

the go home date set by the Seller the Purchaser(s) agrees to be responsible for boarding costs of 25.00 daily, that must be paid before the dog is released.

3. Under no circumstances will this Coton de Tulear be sold, leased or given to any pet shop, research facility, shelter, Humane Society or rescue facility.
4. If the Purchaser(s) cannot keep this dog it must be offered back to the Seller. The seller maintains the unconditional right of first refusal. This dog cannot be re-homed, sold or given away without written permission from the Seller. In the event the dog returns to the Seller the Purchaser(s) is responsible for all travel costs. Purchaser(s) is also responsible for all veterinary expenses incurred by the Seller. The Seller will make diligent efforts to resell the dog. Only after the dog has been resold will the Seller forward to the Purchaser(s) all money received, minus transportation and veterinary fees, and the non refundable deposit. Adult dogs sell for considerable less than puppies.
5. Adequate indoor facilities will always be provided by the Purchaser(s), and the dog will not be allowed to roam unrestrained out-of-doors at any time. The Purchaser(s) agrees to keep the dog restrained by leash, carrier or a securely fenced yard at all times when the dog is outside.
6. The Purchaser(s) agrees to provide proper veterinary care, proper nutrition, fresh water and a clean living environment for this dog at all times.
7. If this dog is found by the Seller to be neglected or mistreated the Purchaser(s) will surrender said dog to the Seller, unconditionally. No money will be paid by the Seller. Further, the Purchaser(s) is liable for all transportation associated with the dog's return, and all veterinary expenses incurred by the Seller, should medical treatment be necessary.
8. Vaccinations:
 - This dog has received core vaccinations for 5-way protection against Canine Distemper, Canine Adenovirus Type 2 (Tracheobronchitis), Canine Parainfluenza, Hepatitis (Adenovirus 1) and Parvovirus Vaccine (MLV) that were administrated by the seller on: ____/____/_____, ____/____/_____, and ____/____/_____.
 - If under the age of 16 weeks of age booster vaccinations of the above will need to be given by: ____/____/_____ and ____/____/_____.
 - After the last puppy vaccination at 16 weeks of age revaccination of the above listed core vaccinations is due one year later. Dr. W. Jean Dodds, a leader in veterinary medicine on vaccine protocols, has newly published vaccine protocols that state this will provide lifetime immunity for your dog of the 5-way core vaccines. Discuss this with your vet. After revaccination at one year we suggest testing for immunity annually with titers to prevent over vaccination, if you choose not to follow Dr. Dodds' vaccine protocols.
 - This dog will need to be vaccinated against Rabies at 16 weeks of age, and then revaccinated one year later. Thereafter, the revaccination timetable is

pursuant to state or county law where the Purchaser(s) resides. Purchaser's local vet will advise.

- There are other, non core, vaccines that may be advisable to give depending on where you live, and if you board or show the dog, or the dog is exposure to dog parks or standing water. Discuss these potential risks and vaccines with your vet.
- **Important notation:** The Coton de Tulear is known for having allergic reaction to the leptospirosis vaccine. Discuss how to best manage this risk with your vet before giving this vaccine.

9. Health:

- Your veterinarian is your best ally in managing your dog's health.
- Both the Sire and Dam have been health tested as recommended by the AKC Parent Breed Club, and their health results are publicly published on the Seller's website, www.beachcotons.com, and OFA's website: www.ofa.org. Sire's CHIC # _____, Dam's CHIC # _____.
- The seller has sold this dog in good health. The dog was examined for wellness by a licensed veterinarian on ___/___/_____. A certificate of health from a licensed vet that has been issued within 21 days of sale is attached to this contract as Exhibit A.
- Core and required vaccinations have been given and are current, and dog has been wormed, details are provided within this dog's Information and Health Record, attached hereto as Exhibit B.
- The Seller, herein, issues a Guarantee of Good Health to the Purchaser(s) and certifies at the time of sale this dog is free from disease and defects and does not appear to be clinically ill from parasitic infection.
- Within 10 days of transfer the Purchaser(s) must take the newly purchased dog to a licensed veterinarian for examination. Failure to do so will void all protections and health guarantees, written or implied. If within 10 days of sale the Purchaser(s) believes the dog is ill it is to be returned to the Seller for a refund of the purchase price, minus the non refundable deposit. If the Purchaser(s) authorizes veterinary treatment for the dog during this time all expenses incurred shall be the Purchaser's responsibility. Further, any veterinary expenses incurred after 10 days are also the Purchaser's responsibility. Due to environmental changes the Seller cannot guarantee the dog's health longer than 10 days. The Seller accepts no liability for vaccinations or medications given by the Purchaser(s). As previously stated, the Coton de Tulear has shown sensitivity to the leptospirosis vaccine, and all guarantees are voided in the event there is a reaction to this vaccine.
- For a period of 1 year from this dog's date of birth the Seller provides a limited warranty against genetic health related conditions that will severely and substantially impact the quality of this dog's life. This warranty excludes the dog's bite, and any condition that could result from injury, including patella's or growth plates.
- In all situations where the Purchaser(s) seeks remedy from the Seller that involve any health concerns the Purchaser(s) must notify the Seller as soon as possible, but in all cases within 5 days of treatment. To be eligible for any

consideration from the Seller the health concerns must be within the time limits prescribed within this Sales Agreement, and the Purchaser(s) must have their veterinarian forward all the dog's health records to the Seller for review by the Seller and his veterinarian; and provide the Seller with an unconditional release of medical information allowing the Seller or his representative to speak directly with the Purchaser's treating veterinarian concerning all information that is contained within the dog's medical record. The Seller also reserves the right to ask the Purchaser(s) to obtain a second opinion, at the Purchaser's expense, at a vet selected by the Seller. Depending on the projected outcome and impact on the dog's life the Seller will make a partial or full refund of the dog's purchase price. Under no circumstances will the Seller refund more than the original purchase price of the dog. Failure of the Purchaser(s) to notify the Seller within 5 days of treatment, provide all medical information, including obtaining a second opinion, voids all warranties and considerations offered within this Sales Agreement or by law.

- The Seller has provided the Purchaser(s) a copy of their consumer rights contained within the Puppy Lemon Law, attached hereto as Exhibit C.
- To best protect the health of the puppy, the Seller recommends the Purchaser(s) refrain from taking the Dog to public places where other animals may congregate or be located (e.g., parks, pet stores, kennels, grooming facilities, shopping centers, etc.) until the puppy has received its full round of vaccinations.
- Dogs, under the age of one year are highly susceptible to growth plate injuries to their hip, knee, elbow and carpus (wrists) often requiring surgery to correct. Growth plates in young dogs are soft and the bone has not yet fused. Growth plate injuries typically result from young dogs running, jumping, sliding and falling. The Seller encourages the Purchaser(s) to discuss this matter in more depth with their vet. The Seller does not recommend allowing dogs under the age of one year to run, slide, jump, including jumping off furniture, or navigate stairs. Due to the fact that the Seller cannot control dog once it leaves the Seller's environment, the Seller provides no warranty for dogs that sustain growth plate injuries.
- The Seller strongly encourages the Purchaser(s) to immediately obtain pet insurance for this dog. The Seller strongly advises the Purchaser(s) against allowing the dog to be uninsured. In the event of illness, accident or injury the Seller is not to be relied upon by the Purchaser as their insurance provider or bank.

10. No breeding of dogs sold as Companions & Pets:

- If the purpose of this dog has been designated as a Companion & Pet the Purchaser(s) agrees to have this dog neutered/spayed, at the Purchaser's expense, no sooner than ___/___/_____ or later than ___/___/_____, and to send to the Seller certification from a licensed veterinarian as evidence this dog has been neutered/spayed.
- This dog must be neutered/spayed and cannot be bred, or be allowed to have puppies. The Purchaser(s), agrees, it is their responsibility to be in control of

this dog at all times, and to take every possible action and deterrent to prevent this dog from breeding prior to being neutered or spayed.

- If for any reason this dog is bred the Purchaser(s) agrees to immediately schedule the pregnant female for surgery to be spayed to prevent any puppies from being born, and to provide documentation to the Seller from a licensed veterinarian that the female has been spayed and the pregnancy has been terminated.
- In the event pregnancy resulting from an unauthorized breeding is not terminated it is the Purchaser's responsibility to ensure all puppies born are be neutered and spayed, with Purchaser forwarding documentation from a licensed veterinarian to the Seller that each puppy has been neutered and spayed. Additionally, the Purchaser(s) agrees to pay, on demand, liquidated damages to the Seller in the amount of \$25,000.00 if any puppies are born.
- If the Seller has not received written certification from the Purchaser(s), issued by a licensed veterinarian, that this dog has been neutered/spayed, as stipulated herein, no later than ___/___/_____ the Purchaser(s) agrees to pay, on demand, liquidated damages to the Seller in the amount of \$25,000.00.
- Upon transfer Seller has provide the Purchaser(s) this dog's application for limited registration with the American Kennel Club, (AKC), Exhibit D. The address of the registering association is: The American Kennel Club, P.O. Box 900052, Raleigh, NC 27675-9052, and the dog's parents names and registration numbers have been provided within this Sales Agreement.

11. The Purchaser(s) agree to promptly notify the Seller of any change of address, email or phone number. Purchaser(s) further agrees to:

- Maintain contact with Seller regarding the puppy/dog at least once each calendar year, and to reply as promptly as possible to inquiries about the puppy/dog from Seller;
- Inform Seller of any titles completed by the puppy/dog as determined by the American Kennel Club or other registry;
- Inform the Seller of any major change in the health of the puppy/dog throughout the puppy/dog's life, including, but not limited to, cancer, epilepsy, heart, eye or hearing conditions, allergies, bleeding disorders or autoimmune disease, and behavior problems particularly fear, anxiety or aggression;
- Purchaser(s) will, upon the natural or accidental death of the puppy/dog, promptly notify Seller of the particulars of the animal's passing.

12. In addition to the liquidated damages contained in section 10 of this sales contract, the Purchaser(s) violation of any part of this contract will allow the Seller to take back possession and sole ownership of the dog, and no money will be paid by the Seller to the Purchaser(s), and all health warranties the Seller herein has agreed to are immediately null and void. All attorney fees and court costs that arise as a breach of this contract will be paid by the party that violated this agreement. Should any part of this agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of that portion will not invalidate the remaining portions of this agreement, and those

portions shall remain in full force and effect. This agreement, and all matters arising out of or relating to this agreement, shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to the conflicts of laws provisions thereof. Venue is proper in Allegheny County, PA.

13. Any additional agreements made between the Seller and Purchaser: _____

14. This agreement encompasses all agreements made between the parties. Any changes to this agreement must be initialed by both the Purchaser(s) and the Seller.

Signature indicates acceptance of all above stated terms.

Purchaser(s) signature _____ Date _____

Purchaser(s) phone # _____ E-mail _____

Purchaser(s) address _____

Purchaser(s) signature _____ Date _____

Purchaser(s) phone # _____ E-mail _____

Purchaser(s) address _____

Seller's signature _____ Date _____