



IVIE HUSKIES

Limited Contract

Puppy Sales Agreement
and Guarantee

This agreement is made between :

"The Breeder",
Hilary N. Huskey
and "The Buyer",
(-----)

for the purchase of the following dog

CONTACT

(+1) 704 - 577 - 6441
<https://iviehuskies.com>
iviehuskies@gmail.com

DESCRIPTION:

Ivie Husky Litter Name:

Sex:

Color:

DOB:

AKC Registration #:

Sire Registered Name:

Sire AKC #:

Dame: Registered Name:

Dame AKC #:



PURCHASE AGREEMENT:

The Breeder is selling the above dog for a total price of (\$2000). The Buyer is giving a non refundable deposit of (\$200) and has a final balance of (\$1800) due to The Breeder upon release of the dog to The Buyer. The expected date of release is (-----). All shipping and travel accommodations are extra at The Buyer's expense. The Buyer is paying an extra (\$0) for shipping and travel expenses.

The Breeder and The Buyer will agree upon the release date of the puppy.

The Buyer understands the deposit is NON-REFUNDABLE. This is a commitment to buy the puppy. The Buyer will forfeit the deposit and ownership rights to the dog if after **ONE WEEK** passes the expected release date, and the Buyer does not come to pick up the puppy or make any efforts of communication to rearrange a new release date. If the Buyer is not able to pick up the puppy on the agreed release date, we will continue caring for the puppy for up to 30 days, unless otherwise arranged. A new agreed upon release date will be set. We will charge \$10 per day for boarding for every day after the initial scheduled release date. This outstanding amount will be due upon picking up the puppy. After the Release Date or 30 days thereafter, if the puppy is not picked up, the Buyer understands and agrees that this Contract becomes null and void, and the Breeder may sell the puppy to another party without any further obligations from Seller.

Initials of The Buyer

Initials of The Breeder

HEALTH GUARANTEE:

a. The Breeder takes pride in producing sound and balanced dual-purpose Siberians. Ivie Huskies strives to produce exceptional temperaments combined with quality conformation and health that allows our dogs to excel at being loving pets, great performance dogs, and successful exhibitors. The Breeder guarantees the dog's health for 3 days after release of the dog to the Buyer in the case of communicable diseases. If there is a death due to communicable diseases before the 4th day after the release, The Breeder will replace with a puppy of similar quality or refund the purchase price at The Breeder's discretion. The Breeder is not responsible for any veterinarian bills incurred by The Buyer.

HEALTH GUARANTEE:

a. Although the puppy has been dewormed with Fenbendazole at 3, 5 and 7 weeks, worms or other intestinal parasites can be found in puppies as a result of outdoor exposure and are not covered under the health guarantee.

b. The Breeder further guarantees hips and eyes for a period of 36 months. If such an **inherited** defect should occur and is diagnosed in writing by 2 qualified veterinary specialists, The Breeder will replace the puppy with one of similar quality upon the return of the dog or a refund of the purchase price at The Breeder's discretion. The Breeder is not responsible for any veterinarian bills incurred by The Buyer. The puppy is guaranteed for life against testable genetic diseases resulting from currently known XLPRA1, GM1, DM1, CD1, SPS1, and SHPN1 mutations as defined at the time of mating.

The Breeder shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders which are due to The Buyer's negligence. Furthermore, over exercising puppies before growth plates are closed, and over feedings can lead to adverse health effects which are not covered under the health guarantee.

Requirement for hip genetic guarantee replacement puppy:

1. Digital images of hips must be provided to breeder, and if Pennhip was used, the email directly from Antech linking the study and showing all three hip views must be forwarded to The Breeder.
2. A copy of the OFA/Pennhip report.
3. Spay/Neuter certificate with microchip verification.
4. A copy of veterinary records showing vaccination and other medical history.

Requirement for eye genetic guarantee replacement puppy:

1. A copy of the OFA CAER form should be sent to breeder pass or fail, with microchip verification.
2. Spay/Neuter certificate with microchip verification.
3. A copy of veterinary records showing vaccination and other medical history.

Buyer may return the puppy within 7 days for any reason for refund of the purchase price less the deposit.

Initials of The Buyer

Initials of The Breeder

TEMPERAMENT:

The Breeder highly recommends The Buyer attends obedience classes with the puppy.

It is very important to provide the puppy with proper socialization opportunities.

If after 12 months, the puppy exhibits anti social behavior which The Buyer deems intolerable and irreversible, **AND** The Buyer provides proof and documentation that the puppy was sufficiently socialized and that obedience classes and other structured training methods have been attempted with no result, the puppy will be evaluated by three recognized Siberian breeders or trainers. The Buyer will select one breeder/trainer, The Breeder will select one breeder/trainer, and a third breeder/trainer will be agreed upon by both parties. If two of the three breeder/trainers agrees the puppy possesses the incorrect temperament, The Breeder will arrange for euthanasia of the puppy and provide The Buyer with a replacement puppy of similar quality as soon as a puppy is available or provide a refund of the purchase price **ONLY** at The Breeders' option.

The Breeder is not responsible for acts of the puppy which are due to The Buyer's negligence in not obtaining proper obedience training or socialization of the puppy. The Breeder is not responsible for any acts of the dog which result in mental distress, bodily injury or death to any person or animal in its lifetime.

Initials of The Buyer

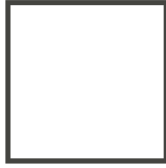
Initials of The Breeder

THE BREEDER'S LIFETIME COMMITMENT:

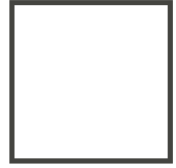
Should The Buyer find themselves unexpectedly in a circumstance where death in family or other loss prevents them from being able to properly care for the puppy, The Buyer agrees that The Breeder will be contacted first and given first rights to the puppy. The Breeder will take the dog back at any time during the lifetime of the dog with exception being for the reason of Temperament (see Temperament Section). Under no circumstances will The Breeder take back a dog with Temperament issues. With this commitment, The Buyer should never consider euthanizing the dog, taking it to an Animal Shelter or selling the dog. The Breeder will not issue a refund or provide another puppy to The Buyer unless the dog's return falls under The Breeder's Health guarantee.

THE BREEDER'S LIFETIME COMMITMENT:

Initials of The Buyer



Initials of The Breeder

**FITNESS OF PURPOSE:**

This dog is bred as a companion animal. Although the dog may be capable of excellence in obedience trials, success in harness, show ring and /or breeding, no warranty or guarantee is provided by The Breeder as to its fitness for any specific purpose. Buyer represents they are knowledgeable regarding dog ownership requirements, performance showing, and breeding and are fully aware of and accept the time and financial commitment required with these activities. The Buyer releases The Breeder from any and all claims now or in the future regarding fitness of purpose for performance competitions, obedience trials, success in harness, show ring and/ or breeding. In selling a puppy with full rights we see the provided puppy as breeding prospect reflective of the qualities Ivie Huskies looks for in breeding stock. Puppies have the **potential** for success in conformation and performance events based on evaluations at 8 weeks.

Initials of The Buyer



Initials of The Breeder

**BUYER'S COMPANION:**

The Buyer agrees that the dog will live with the Buyer as his or her companion. The Buyer also agrees that he or she is *not* an agent for another person or business in this purchase. The Buyer agrees to enrolling the puppy's microchip with AKC reunite upon AKC registration and understands the breeder will *always* be a secondary contact in the event the dog is found and buyer cannot be reached.

Initials of The Buyer



Initials of The Breeder



GENERAL WELL BEING:

To prevent unfortunate accidents and for the dog's general well-being, The Buyer will maintain the dog in an adequate enclosed area and will not allow the dog to roam at will. The Buyer WILL NOT chain or tether the dog in the yard or keep the dog permanently in a kennel since research shows that this causes anti-social behavior in dogs. Also, The Buyer will provide nutritious food and necessary health care by a licensed veterinarian, including appropriate worming, heartworm and vaccinations, including rabies. If The Breeder receives evidence of neglect and/or abuse, The Breeder has the right to reclaim the animal immediately without any reparations owed to The Buyer.

Initials of The Buyer

Initials of The Breeder

VETERINARIAN HEALTH CHECK:

The Breeder will provide a puppy that leaves Ivie Huskies clean, in good general health and that has no known physical defects. De-worming and first immunizations (Intra-Trac 3/ADT canine parainfluenza virus, Bordetella bronchiseptica and canine adenovirus type 2 -- Nobivac Canine 1-DAPPv canine distemper, adenovirus, hepatitis, parainfluenza, and parvovirus) will have been completed and detailed in writing, however, it is important to know The Buyer must complete the immunization process. Buyer agrees to have a licensed veterinarian check the health of the puppy within 3 days after release of the puppy. This is to ensure The Buyer's confidence in the health of the puppy and to establish a veterinarian relationship. If there is a problem with the puppy's health, please see the Breeder's Health Guarantee. If the purchaser's veterinarian finds the puppy to be in poor health, the veterinarian's written description of the problems must be provided, dated within 3 days of the date The Buyer received their puppy. Transportation costs (if any) will not be refunded and are not included in this guarantee. Expenses of treatment, exams and tests are the financial responsibility of The Buyer. Failure to have the puppy examined by a vet within three days after the released date or failure to complete vaccination series will void all health guarantees.

Initials of The Buyer

Initials of The Breeder

PAYMENT:

Payment is due in full at the time The Breeder releases the puppy to The Buyer. If The Buyer writes a personal check for payment, The Breeder will not release the dog until the check has cleared The Breeder's bank. The Breeder reserves the right to void this transaction and refund the deposit if we learn of any reason why The Buyer might not be suitable for the puppy - (i.e. The Buyer is found to be an animal abuser, violent person, representative of a Pet Store, representative of a pharmaceutical research laboratory etc.).

If the transaction is voided or if through some tragic accident the puppy were to die or otherwise be seriously injured before it goes to its new home then, the deposit will be returned to The Buyer; unless The Buyer wishes to apply the deposit to another puppy, if one is available, or to a puppy from the next available litter.

Initials of The Buyer

Initials of The Breeder

TRANSFER OF OWNERSHIP:

The Buyer will not sell, give or release this dog to a family, rescue, pet shop, retail store, dog dealer, animal testing facility, research facility or any agent for these. If The Buyer wishes to transfer the dog to another person, The Buyer must receive The Breeder's permission in writing. The Buyer must require any new owner to follow the terms of this agreement. The puppy must be returned to The Breeder at The Buyer's expense if they no longer wish to maintain ownership. **The buyer will never surrender the puppy under any circumstances.**

All of our puppies should and will be registered under the kennel name prefix "Ivie's". For Example: Ivie's Strength is Honor. The Buyer's kennel name cannot be added to the registered name unless agreed upon before registration.

Initials of The Buyer

Initials of The Breeder

LIMITED REGISTRATION:

The puppy/dog is a Siberian Husky with AKC registration and is being sold with limited registration. The Breeder agrees to provide Buyer with all AKC registration papers. As such, the puppy/dog is not eligible for exhibiting in Conformation (but may compete in other performance events, such as Agility, Obedience, and Rally). The puppy/dog shall not be bred at any time and if pups are produced, such offspring will not be eligible for AKC registration. A \$2000 fine will be incurred per puppy born to any unauthorized litter.

All limited rights dogs need to have proof of alteration by the age of 3 years unless otherwise agreed upon.

Initials of The Buyer

Initials of The Breeder

INDEMNITY:

The Buyer agrees that if his/her actions or failure to act result in any claim, suit, loss, damage, injury, death, or liability, The Buyer will defend, indemnify and hold The Breeder harmless and will pay all of the Breeder's cost and expenses including reasonable attorney fees, any amount paid in settlement and any award or judgment.

Initials of The Buyer

Initials of The Breeder

RELEASE OF CLAIMS:

The Buyer releases The Breeder from any and all liabilities or damages caused by this dog upon release to the Buyer. These damages include, but are not limited to, destruction of property, physical damage and bodily harm to any person, and emotional distress to any person.

Initials of The Buyer

Initials of The Breeder

JURISDICTION:

The Buyer agrees that he/she has read, understands, and accepts this contract in its entirety and that this contract is in the jurisdiction of the State of North Carolina, in the County of Pitt in which The Breeder resides or does business.

Initials of The Buyer

Initials of The Breeder

MEDIATION AND ARBITRATION:

Mediation and arbitration lower any potential legal costs for both The Buyer and The Breeder. If a dispute arises under this contract, The Buyer and The Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both The Buyer and The Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, The Buyer and The Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of The Breeder, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Initials of The Buyer

Initials of The Breeder

VIOLATION OF CONTRACT:

If The Buyer is found to be in violation of the contract in relation to Limited Rights Agreement, Buyer's Companion Agreement, General Well Being Agreement, or Transfer of Ownership Agreement, The Buyer will surrender the puppy back to The Breeder, at The Buyer's expense, and pay a \$10,000 USD fine.

Initials of The Buyer

Initials of The Breeder

ENTIRE AGREEMENT:

This written contract contains all the terms of the puppy deposit and sales agreement. No refunds will be given, all deposits are nonrefundable.

To ensure that The Buyer can reserve the puppy of their choice after evaluations, The Breeder and The Buyer agree that this contract is in full force by virtue of e-mail exchange of completed copy of this contract between The Breeder and The Buyer. It is also mention that electronic signature of both parties will be held liable.

Signature of The Breeder :

Signature of The Buyer :

CONTACT INFORMATION:

The Breeder:

Kennel Name: Ivie Huskies

Breeder's Name: Hilary N. Huskey

Phone: 704 . 577 . 6441

E-mail: iviehuskies@gmail.com

Address: 3309 Grove Point Dr., Winterville, NC, 28590

The Buyer:

Buyer's Name:

Phone:

E-mail:

Address: