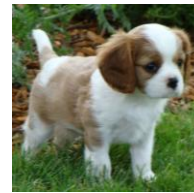




Fulrath Mill Cavaliers
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Puppy Sales Agreement

This contract is between Jan Smith of Fulrath Mill Cavaliers, herein after referred to as "Seller" and

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herein after referred to as "Buyer" in consideration of payment in full of the purchase price of (\$2350.00) Two Thousand Three Hundred Fifty dollars by Buyer to Sellers. Seller agrees to transfer to Buyer, subject to the terms and conditions contained in this contract, the ownership of one Male / Female Cavalier King Charles Spaniel dog puppy, herein after referred to as the "Puppy" (regardless of age), from the mating of the sire and dam identified below.

Sire: DJ's Oklahoma Sunshine

Dam: DJ's Standin' on the Corner in Winslow AZ

1) Buyer **must** have new puppy examined by a licensed Veterinarian within 72 hours of delivery/pick up. Seller must be informed immediately of the examination result by email or by fax. The failure of this will result in the cancellation of this guarantee. Initial

2) The Seller guarantees that the said puppy/dog described above will be free of adenovirus 2, distemper, parainfluenza, and parvovirus for a period of 15 (fifteen) calendar days after receipt of the live puppy/dog by the Buyer(s). The Seller will provide a vaccination record and veterinary examination record of the purchased puppy/dog. If the puppy/dog is due for vaccinations, and the Buyer(s) fails to provide vaccinations on that day, this guarantee is null and void if the puppy contracts diseases that would otherwise be prevented by those vaccinations.

3) The Seller shall not be responsible for any medical costs incidental to the puppy after Buyer(s) receives the puppy. Seller guarantees the above-described puppy to be healthy at the time of the sale. Seller does not assume any liability for any injury to said puppy after time of sale. If there is a problem with the puppy, seller's Veterinarian and buyer(s) Veterinarian must agree upon health reasons existed before time of purchase, provided the puppy has been properly cared for in buyer(s) possession.

4) If puppy dies within 1 year of delivery/pick up, buyer(s) must have an autopsy performed by a licensed Veterinarian at buyer(s) expense to determine cause of death. If cause of death is due to problems existing before time of purchase and after our veterinarian has examined the puppy, a replacement puppy be given. The replacement puppy will be of same equal value. A replacement will only take place if the above puppy has been properly cared for in buyer(s) possession. **UNDER NO CIRCUMSTANCES WILL A REPLACEMENT OF A DOG TAKE PLACE IF THE ABOVE CONDITIONS ARE NOT MET.** The puppy must be returned within 24 hours after which time replacement of the puppy is forfeited.

5) There are certain disorders that may be caused by environmental factors, immunity level, mites, pneumonia, mange, heatstroke, ringworm, conjunctivitis, fleas, ticks, ear infections allergies, thyroid dysfunction and are not covered by this guarantee.

6) The buyer(s) agrees to provide annual vet exams, including heartworm checks and preventatives, to do all vaccinations yearly, and keep them current according to A.V.M.A. Failure to comply with and provide documentation of these requirements voids all guarantees. The Buyer(s) further warrants that the puppy will be kept in appropriate conditions for its health and welfare. Puppy will be fed a suitable diet for its age and condition. Puppy will receive regular booster vaccinations. Puppy will receive all necessary veterinary care to maintain its good health.

7) No replacement for temperament as this is environmental and buyer(s) responsibility. As responsible breeders we expect that this puppy be properly socialized and to attend a puppy obedience class. As breeders we do everything possible so as to breed dogs of sound mind (temperament) and body. Some responsibility is the buyer(s) as to proper feeding, exercise, socializing and training, of which all have a bearing on the end results of a sound adult dog.

This contract contains the entire agreement between the parties and no statement or verbal agreements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing and signed by both parties. Violations of this Contract will constitute BREACH of CONTRACT, prosecutable by law, and subject to mandatory confiscation and return of the puppy to the Seller.

I have read and understand the stipulations of the Contract and voluntarily agree to all elements, stipulations and provisions herein.

Printed Name of Buyer: _____ Pnted Name of Seller: Jan Smith

Buyer Signature: _____ Signature of Seller: _____

DATE: _____

A copy of this completed Contract with both Buyer and Seller's signatures will be provided to the Buyer.

Note: Contract not binding until signed by both Buyer and Seller. Upon signature completion, this contract will become a legal and binding document, as agreed by Buyer and Seller.