

STARGAZER CAVALIERS SALES CONTRACT AND HEALTH GUARANTEE

This Contract is entered into on this ____ day of _____, by and between the Breeder (Seller) and the Buyer named below.

BUYER INFORMATION:

- Printed Name: _____
- Street Address: _____
- City, State, Zip: _____
- Phone: _____ Email: _____

PUPPY DESCRIPTION:

- Breed: Cavalier King Charles Spaniel
- Date of Birth: _____ Sex: ☐ Male ☐ Female
- Collar Color / Markings: _____
- Microchip Number: _____
- Sire (Father) Name & AKC #: _____
- Dam (Mother) Name & AKC #: _____

SECTION 2: HEALTH GUARANTEE AND BUYER RESPONSIBILITIES

1. Initial 72-Hour Health Warranty

The Breeder guarantees that at the time of departure, the Puppy is in good physical health and has received all age-appropriate vaccinations and dewormings listed on the provided health record.

- **Mandatory Vet Exam:** The Buyer must have the Puppy examined by a licensed veterinarian within seventy-two (72) hours of taking possession (excluding Sundays and federal holidays).
- **Right of Return:** If, during this 72-hour window, a licensed veterinarian certifies that the Puppy suffers from a life-threatening illness or severe congenital defect, the Buyer may return the Puppy immediately. The Breeder will issue a full refund of the purchase price or offer a replacement puppy from a future litter.
- **Forfeiture:** Failure to have the Puppy examined within this 72-hour window completely voids this entire health guarantee.

2. Long-Term Genetic Health Guarantee

The Breeder provides a limited genetic health guarantee until the Puppy reaches three (3) years of age.

- **Covered Conditions:** This guarantee covers only hereditary, life-threatening, or severely crippling genetic conditions that explicitly prevent the Puppy from living a normal life as a companion pet (such as severe Mitral Valve Disease or advanced Syringomyelia).
- **Verification Process:** To claim a remedy under this guarantee, the Buyer must provide full veterinary medical records, including diagnostic imaging or specialist reports (e.g., from a board-certified veterinary cardiologist or neurologist) confirming the genetic nature of the illness. The Breeder reserves the right to seek a second opinion from a veterinarian of their choice at the Breeder's expense.
- **Remedy Options:** If a genetic defect is confirmed within the guarantee period, the Breeder will either:

1. Provide a replacement puppy of equal value from a future litter upon the safe return of the dog,
OR
2. Reimburse documented veterinary treatment costs up to, but never exceeding, the original purchase price of the Puppy, while allowing the Buyer to keep the dog.

3. Ongoing Buyer Obligations and Maintenance

To keep this contract valid, the Buyer agrees to maintain the health and safety of the dog through the following ongoing responsibilities:

- Routine Care: The Buyer must provide regular veterinary care, complete the initial puppy vaccination series, maintain annual booster shots, and administer year-round heartworm and parasite preventatives.
- Diet and Weight Management: The Buyer agrees to feed a high-quality dog food and maintain the dog at a healthy, lean weight. Allowing the dog to become overweight or obese voids any guarantees regarding joint health, luxating patellas, or early arthritis.
- Housing: The Puppy must live indoors as a household companion and may not be kept chained, tied up, or housed primarily outdoors.

4. Limitation of Financial Liability

Under no circumstances shall the Breeder be held liable for standard preventative care, routine checkups, emergency clinic fees for accidental injuries, or any amount of medical treatment that exceeds the original cash purchase price of the Puppy.

SECTION 3: EXCLUSIONS FROM HEALTH GUARANTEE (MINOR CONDITIONS)

1. Common Parasites & Minor Illnesses

The Breeder guarantees that the Puppy has received age-appropriate deworming and preventative care. However, the Buyer understands that internal parasites (including but not limited to roundworms, hookworms, tapeworms, whipworms, coccidia, and giardia), external parasites (fleas, ticks, and mites), and minor respiratory or gastrointestinal upsets (such as mild diarrhea or stress-induced kennel cough) are common in young puppies. These are easily treatable conditions and do not constitute a breach of this contract, nor do they qualify the Puppy for a return, refund, replacement, or reimbursement of veterinary fees.

2. Umbilical Hernias

The Buyer acknowledges that delayed closure of the umbilical ring or minor umbilical hernias are cosmetic structural variations common to the breed. If an umbilical hernia is present or develops, it is considered a minor issue that does not affect the health, longevity, or quality of life of the pet. The Breeder is not responsible for the cost of surgical repair, which can be safely performed at the time of the Puppy's routine spay or neuter procedure if deemed necessary by a licensed veterinarian.

3. Normal Puppy Growth Variations

This health guarantee strictly excludes non-life-threatening or non-invalidating conditions, including but not limited to: structural alignment issues, underbites, overbites, base-narrow canines, stenotic nares, elongated soft palates, or undescended testicles.

4. Financial Limitation

Under no circumstances shall the Breeder be held liable for any preventative care, routine veterinary examinations, vaccinations, or treatment costs for the minor, treatable, or cosmetic conditions listed in this section once the Puppy has left the Breeder's possession.

SECTION 4: LIMITED AKC REGISTRATION & SPAY/NEUTER AGREEMENT

1. Limited AKC Registration Status

The Buyer understands and agrees that this Puppy is sold as a companion pet only and is being registered with Limited Registration through the American Kennel Club (AKC).

- **No Breeding Rights:** Limited Registration means that this dog is explicitly restricted from breeding.
- **Litter Restrictions:** Any offspring produced by this dog—whether intentional, accidental, or negligent—are ineligible for AKC registration, and the AKC will refuse to record them.

2. Mandatory Spay/Neuter Timeline

The Buyer agrees to have this dog altered (spayed or neutered) by a licensed veterinarian.

- **Timeline Constraint:** The procedure must be performed no earlier than six (6) months of age and no later than twelve (12) months of age, unless a specific medical delay is recommended in writing by a licensed veterinarian due to structural development.
- **Proof of Alteration:** The Buyer must provide written, official verification of the spay or neuter procedure from a licensed veterinarian to the Breeder within fourteen (14) days of the surgery. This proof must include the veterinarian's signature, clinic information, and the dog's microchip number.

3. Strict No-Breeding Prohibition

The Buyer explicitly promises that this dog will never be used for breeding.

- **Prevention Measures:** The Buyer must take all reasonable precautions to prevent accidental matings, including securing the dog in a fenced yard and keeping them leashed when outside.
- **Immediate Notification:** If an accidental pregnancy or studing occurs, the Buyer must notify the Breeder immediately. The Breeder reserves the right to demand the return of the dog and any offspring without refund.

4. Breach of Contract and Liquidated Damages

Because unauthorized breeding devalues the Breeder's reputation, bloodlines, and kennel standing, any violation of this section constitutes a material breach of contract. If the Buyer breeds this dog or fails to alter the dog by the deadline, the Buyer agrees to the following legally binding penalties:

- **Forfeiture of Ownership:** Ownership of the dog instantly reverts to the Breeder. The Buyer must surrender the dog to the Breeder immediately upon demand, with no refund of the purchase price.
- **Financial Liquidated Damages:** The Buyer agrees to pay the Breeder liquidated damages in the amount of \$5,000.00 per litter produced, plus all associated legal fees, court costs, and collection expenses incurred by the Breeder to enforce this clause.

SECTION 5: LIFETIME RETURN POLICY & MICROCHIP MAINTENANCE

1. Absolute Prohibition of Transfer

The Buyer agrees that under no circumstances will this dog ever be sold, leased, traded, abandoned, given away, or surrendered to any animal shelter, humane society, rescue organization, pet shop, or research facility. This dog is a lifelong commitment, and the Buyer must retain sole custody of the dog for its entire natural life unless it is returned directly to the Breeder.

2. First Right of Refusal and Return Policy

If at any point during the dog's life, the Buyer can no longer keep, care for, or maintain the dog for any reason (including but not limited to financial hardship, illness, relocation, housing restrictions, or behavioral changes), the dog must be returned to the Breeder.

- **Notification Period:** The Buyer must notify the Breeder immediately upon realizing they can no longer keep the dog.
- **Surrender Terms:** The Buyer agrees to safely return the dog to the Breeder along with all medical history, registration papers, and vaccination records.
- **No Monetary Refund:** Unless the dog is being returned under the initial 72-hour health warranty window, the return of the dog to the Breeder later in life is a voluntary surrender and does not entitle the Buyer to any refund of the original purchase price or compensation for expenses.
- **Transportation Costs:** The Buyer is entirely responsible for any transportation costs required to safely return the dog to the Breeder's possession.

3. Permanent Microchip Tracking and Contact Maintenance

The Puppy is sold with a unique microchip implanted for permanent identification and safety. To ensure the dog is never lost or anonymous, the following rules apply for the life of the dog:

- **Breeder's Primary Contact Status:** The Breeder's name, phone number, and email address must permanently remain on the microchip registration database as a Primary or Secondary Contact (Alternate Contact), and may never be altered, deleted, or removed by the Buyer or any third party.
- **Buyer's Responsibility:** The Buyer must register their own contact details as the co-owner on the microchip profile and keep their phone number and address current.
- **Audit Authority:** The Breeder retains the legal right to audit the microchip registry at any time to verify that their emergency contact details are still intact.
- **Emergency Retrieval:** In the event that the dog is found running loose, lost, or in a facility, and the Breeder is contacted via the microchip database, the Breeder has immediate legal authority to retrieve the dog. The Buyer will be responsible for reimbursing the Breeder for any pickup or boarding fees incurred.

SECTION 6: LEGAL JURISDICTION AND SIGNATURES

1. Governing Law and Venue Selection

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. The Breeder and Buyer explicitly agree that any legal action, dispute, or lawsuit arising from or relating to this Contract must be filed, handled, and resolved exclusively in the small claims court or district court of St. Johns County in the State of Florida.

2. Severability and Entire Agreement

This document constitutes the entire, final agreement between the Breeder and the Buyer. No other oral promises, text messages, or informal discussions shall modify these terms. If any single clause or provision of this Contract is found by a court of law to be illegal, invalid, or unenforceable, the remaining sections of this Contract shall remain in full force and effect.

3. Fees and Court Costs

In the event that the Breeder must initiate legal action or hire an attorney to enforce any provision of this Contract (including the Spay/Neuter Agreement, Return Policy, or Liquidated Damages clause), the Buyer agrees to pay all of the Breeder's reasonable attorney fees, filing costs, and court expenses.

4. Binding Acknowledgement by Signature

By signing below, both the Breeder and the Buyer acknowledge that they have read this Contract in its entirety, fully understand its terms, agree to all conditions outlined herein, and accept this as a legally binding document.

BREEDER (SELLER) SIGNATURE:

Breeder Signature: _____ Date: _____

Printed Name: _____

BUYER SIGNATURE:

Buyer Signature: _____ Date: _____

Printed Name: _____

SECTION 7: FINANCIAL TRANSACTION SUMMARY

- Total Purchase Price: \$ _____
- Non-Refundable Deposit Received: \$ _____ Date: _____
- Remaining Balance Paid: \$ _____ Date: _____
- Payment Method(s): _____