



## Boston Chi Chis Sales Contract & Health Guarantee

This agreement is between the buyer and breeder Meredith Benkirane d/b/a Boston ChiChis

Puppy Name: Inky	Color: Black (with tri-color markings [tan/white])
Date Of Birth: 12/2/2024	Dam Name: Queen Noir et Brun Roux (APRI registered)
Sex: male	Sire Name: Tiny Timothy Thomas (APRI registered)
Price: \$1500 (without delivery fee)	Description: received \$500.00 USD deposit, \$_____ balance due (including delivery/shipping charge as applicable)
Registration Type: Full	

Buyer and Seller agree to the following conditions of sale:

I, Meredith Benkirane d/b/a Boston ChiChis (hereinafter designated as BREEDER), I (we) \_\_\_\_\_, (hereinafter designated as BUYER).

This contract is for the sale/purchase of a registered/registerable Chihuahua (with APRI registry).

1. A deposit will hold the puppy/adult up to one week prior to date of delivery at which time the remaining balance is due to continue holding the puppy through to the agreed delivery date. Deposits are non-refundable unless there is a genetic problem with the puppy after its medical exam. In such a case, the buyer has the option to pick another puppy or refund of deposit. Full payment of balance due minus received deposit is required one week prior to delivery of puppy to BUYER.

The puppy/adult will come with a shot record stating which vaccinations have been given. Boston Chi Chis doesn't guarantee show or breeding quality.

The BREEDER will determine the type of registration. If the BUYER is purchasing a Limited, non-breeding puppy, as such, the puppy is to be spayed/neutered PRIOR to 6 months of age, but not before 4 months of age. BREEDER reserves the right to withhold registrations papers until such time as proof of spay/neuter has been \_\_\_\_\_ Limited: No breeding rights With Limited Registration, this contract is considered your spay/neuter agreement. Registration papers will be sent to buyer upon proof of Spay/Neuter.

x Full: Breeding rights are included. The resulting puppies from this dog will be sold on limited registrations only. If a puppy is held back and used for breeding any resulting puppies from that dog must also be sold on limited registrations. This will end only after 2 generations of this line. Any resulting puppies sold with full registrations (unless after 2 generations) will result in a \$500.00 fine per puppy sold paid directly to the Breeder. If the Dog is under 4 and needing to be retired or re-homed it must be returned to the breeder intact at no cost to the breeder. If the dog is Over 4 years of age it must be spayed or neutered prior to being placed in a pet only home.

3. If the dog covered in this contract is a Limited, non-breeding dog, and has been bred, produced/sired a

litter either by choice or by “accident”, the resulting litter WILL NOT be eligible for registration. BUYER also acknowledges that breeding this dog is in direct violation of this contract and accepts full responsibility for any fines, legal fees or legal action that may arise from breeding.

4. In order for the health guarantee to be valid (physical check, not genetics), the buyer agrees to take the Puppy/Adult to a veterinarian within 72 hours of the date of purchase for a physical examination to evaluate the health of the puppy at the time of sale. If possession occurs on the weekend or a Holiday, the Buyer shall have an additional 24 hours to have the puppy examined. Failure to notify Breeder by either e-mail or phone of the veterinarian's report of the puppy within 2 business days from the examination will void and nullify all health guarantees.

The BREEDER does not assume any liability for injury to the Puppy/Adult after hand delivery or delivery to the airport for the flight.

5. If the puppy is found to have a life-threatening congenital defect (which means he/she will die from the defect) at the time of your exam or up to one year from date of birth, the BREEDER must be contacted. A written copy of the report must be e-mailed to us within 2 business days of the licensed veterinarian determination and have one (1) written report from an unassociated veterinarian stating the same problem and the BREEDER will provide a replacement puppy of comparable quality, same sex. The puppy needs to be returned within 1 week. If the BUYER chooses to return the puppy, the puppy will be returned along with all registration papers and all documents that came with the Puppy at time of purchase, at the buyers expense. The replacement puppy will be shipped at the BREEDER'S expense. If Buyer chooses to keep the puppy then no refund will be given. The BREEDER is not responsible for any medical expense incurred.

We will not guarantee against communicable diseases, such as Coccidia or Giardia.

a) If a puppy is being returned to the BREEDER, the returned puppy must be returned in a good healthy condition, other than the specified problem, at the BUYER'S expense. The puppy needs to be returned within 1 week. The BUYER will then qualify for a replacement puppy.

b) The replacement puppy will be mutually agreed upon by both BREEDER and BUYER and will be of comparable quality, same sex (if available). It is understood the replacement puppy may not be from the exact same parents of the original puppy.

c) No replacement Puppy will be given if the puppy has been euthanized without the permission of the BREEDER, before a consultation with the treating veterinarian. The exception to euthanasia would be in the case of severe injury or suffering on the part of the animal.

6. The BUYER agrees to provide the dog with basic obedience training, socialization, adequate food, fresh water, shelter, medical care including all necessary shots, heartworm prevention, annual fecal exam, rabies vaccination and any medication recommended by the veterinarian.

7. Worms, Coccidia, Giardia and Kennel Cough are not a reason to return a puppy. Puppies are wormed as age appropriate and every measure is taken to prevent parasites. Kennel Cough is self-limiting and like the common cold must run its course. Under no circumstances will the BREEDER be responsible for any type of veterinary bills or any transportation cost of any kind at any time, except noted for a replacement puppy. All vet and transportation cost is the responsibility of the BUYER.

8. The following are not covered in the health guarantee: erect ears, under/overbite, cherry eye, loose patellas, deafness and other communicable illnesses such as Coccidia, Giardia and Kennel Cough, Parvo (If you expose your puppy to outdoor conditions without proper inoculations) and/or any other minor conditions that are common to the Chihuahua breed.

b) We DO NOT guarantee against conditions that may or may not be stress related from the move to a new home and/or by the shipping process. The stress-related conditions that have previously remained dormant can be triggered by the above and unfortunately cannot be diagnosed until an active case becomes evident. Some of

these stress-related conditions or illnesses are Coccidia, Kennel Cough, and Hypoglycemia (low blood sugar). What is covered is the overall general health and wellness of your puppy at time of transfer from BREEDER to you the BUYER till the pup is 1 year old. All of our puppies see their Veterinarian for health clearance before leaving our possession.

9. All guarantees are void if the dog has been bred less than 12 months old, overweight, malnourished, kept in an improper environment, or is injured due to neglect. The Buyer agrees not to breed the Dog if sold a limited registration (or use the Dog as stud) under any circumstances. Should the Buyer do so, he/she agrees to pay to the Breeder as a penalty the sum of \$500.00 per puppy per litter produced without the breeder's approval. If it is found at any time that the buyer does not adhere to this contract, they may be given a penalty in the sum of \$5,000.00 and any or all court costs and legal fees up to the discretion of the seller. Any and all litigation and or Court action with be conducted in Middlesex County, Massachusetts.

10. The BUYER agrees that if they can no longer keep the Puppy/Adult at any time during its life, the Breeder **MUST** be contacted first and, **NEVER to be dropped off/ left at a shelter or pound.**

a) When the BREEDER is notified of a puppy needing returned due to unforeseen circumstances. The BUYER agrees to return the puppy to the BREEDER including all registration documents and foregoes all rights to the said dog, at which point the BREEDER is not obligated to refund any or all of the purchase price. BUYER is not entitled to a refund. The BREEDER will be incurring vet bills and food bills for the rescued animal until they can be placed in a suitable home. The BUYER will need to make all the arrangement for delivery of the puppy to the BREEDER. No replacement is offered in this circumstance.

11. Adjustment Period: The puppy will need 2 weeks to adjust to its new home, people, change of food, etc. It is not abnormal for the puppy to experience some mild vomiting and/or diarrhea.

12. This contract only applies to the original BUYER and is null and void if ownership is transferred.

14. If shipping is needed, Ground Transport will vary based on location.

13. The BUYER agrees that any photos sent to the BREEDER after the purchase of a puppy can be posted on our website, we encourage you to keep in touch with us. We love getting updated pictures.

Sellers Signature:

Date:

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Buyers Signature:

Date:

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