

YUP'S HAVANESE

COMPANION PUPPY PURCHASE AGREEMENT & FIVE-YEAR LIMITED HEALTH GUARANTEE

This Agreement is between Janet Birdsall Schrepel, d/b/a Yup's Havanese ("Seller"), and the buyer identified below ("Buyer").

Buyer, Puppy & Sale Information

Buyer(s)				
Address				
Phone / Email				
Puppy	Registered Name: Yup's	Call Name:		
Description	Sex:	Color:	DOB:	Microchip:
Registration	AKC #:	Pending Limited Registration		
Parents	Sire:	Dam:		
Purchase	Price:	Deposit:	Balance:	
Transfer	Date:	Location / method:		

Terms of Sale

Companion Placement. The Puppy is sold as a companion, not as a breeding animal or guaranteed show prospect. Seller makes no guarantee regarding adult size, color, coat, bite, fertility, show success, or breeding quality.

Limited Registration and Sterilization. The Puppy will have AKC Limited Registration. Seller may remain co-owner until receiving written proof of spay/neuter. Buyer agrees to sterilize the Puppy by seven (7) months of age, unless Seller approves another date in writing for veterinary reasons, and must provide proof no later than nine (9) months. Failure to provide proof may void the extended contractual guarantee.

No Breeding. Buyer must not intentionally or negligently permit breeding. An unauthorized breeding is a material breach. Buyer agrees to pay \$5,000 in liquidated damages for each puppy produced, plus reasonable enforcement costs where allowed by law, as a reasonable estimate of harm and not a penalty.

Seller's Delivery Obligations. At transfer, the Puppy will be at least eight weeks old and will be provided with available veterinary records, age-appropriate vaccinations and deworming, microchip information, AKC Limited Registration information, a Florida health certificate when required, and a small starter kit.

Known Conditions or Special Terms.

Buyer Initials: Seller Initials:

Five-Year Limited Health Guarantee

Initial Examination. Seller represents that the Puppy appears healthy at transfer. Buyer should have the Puppy examined by a licensed veterinarian within seventy-two (72) hours. Buyer must promptly provide Seller with written findings concerning any serious condition believed to have existed at transfer.

Covered Conditions. Through the Puppy's fifth birthday, this extended guarantee covers a congenital or hereditary condition that is life-threatening, substantially shortens expected life, or severely and permanently diminishes quality of life. The diagnosis must be written by Buyer's veterinarian and an appropriate veterinary specialist. Seller may obtain a reasonable second opinion at Seller's expense.

Remedy. For a qualifying claim, Buyer may choose either: (a) a replacement companion puppy of comparable value when available; or (b) reimbursement of documented, medically necessary veterinary expenses up to 25% of the original purchase price. Buyer may keep the affected dog if appropriate care is provided. Travel, shipping, lost wages, consequential damages, and unrelated expenses are excluded. If the Puppy dies before age five, Seller may require a necropsy and relevant records establishing a covered cause.

Exclusions. The extended guarantee does not cover conditions caused or worsened by accident, injury, neglect, abuse, obesity, toxins, inadequate nutrition, unauthorized breeding, failure to obtain reasonable veterinary care, or illness/parasites acquired after transfer. Minor or manageable conditions—including bite variations, retained baby teeth, small reducible umbilical hernias, uncomplicated allergies, tear staining, undescended testicles, trauma-related patellar luxation, Coccidia, Giardia, worms, stress diarrhea, or routine respiratory infections—are not covered unless applicable law requires otherwise.

Vaccinations and Care. Buyer must provide humane care, high-quality nutrition, routine veterinary treatment, parasite and heartworm prevention, appropriate vaccination, safe housing, training, and socialization. Seller strongly recommends pet insurance. Seller advises Buyer to discuss breed-specific vaccine risks, including leptospirosis and canine coronavirus, with a licensed veterinarian. Elective administration of either vaccine voids only extended coverage for a condition caused or materially contributed to by that vaccine, unless required by law or determined medically necessary by the veterinarian.

Return, Transfer & General Terms

Lifetime Return and First Refusal. If Buyer cannot keep the dog, Buyer must contact Seller before advertising, selling, gifting, surrendering, leasing, or transferring it. Seller will accept the dog's return but owes a refund only as stated below. The dog may not be transferred to a pet store, broker, wholesaler, auction, laboratory, rescue, or shelter without Seller's written consent, except in a genuine emergency. Seller may approve an appropriate new home in writing.

Voluntary Refund Schedule. For a voluntary return unrelated to a legally required remedy: within 14 days, refund of the purchase price less \$500 and documented return expenses; days 15–30, refund of 50% less documented return expenses; after 30 days, no refund. Travel costs are nonrefundable. Any refund due will be paid within 30 days after the dog, records, and registration papers are returned.

Buyer Responsibilities. Buyer is responsible for the dog after transfer, including supervision, training, licensing, safety, veterinary care, and damage caused by the dog. Buyer will keep Seller reasonably informed, provide an annual update when possible, and promptly report changes in contact information or living arrangements.

General. This Agreement and signed attachments are the entire agreement and may be changed only in a writing signed by both parties. It is governed by Florida law. Nonwaivable legal rights control over any conflicting term. Invalid provisions will be limited or severed without affecting the remainder. Buyer may not assign this Agreement without Seller's written consent. Electronic signatures and counterparts are valid. The prevailing party may recover reasonable attorney's fees and costs only where permitted by law.

Buyer Initials: _____ Seller Initials: _____

Acknowledgment & Signatures

Buyer acknowledges reading this Agreement, having an opportunity to ask questions and seek independent advice, and receiving a copy plus the Puppy's available health, vaccination, microchip, and registration information.

Buyer	Printed: _____	Signature: _____	Date: _____
Second Buyer	Printed: _____	Signature: _____	Date: _____
Seller	Janet Birdsall Schrepel		Signature: _____ Date: _____
Contact	941-468-7926 • myyuppypuppy@yahoo.com • www.yupshavanese.com		