



# Successful Sales Contracts

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Sales contracts don't have to be written by a lawyer but they do need to convey all of your concerns and requirements to the buyer. Create your own and don't just use a template, because one for large breeds differs from one for teacup breeds and a contract for a show/breeding animal will differ from one sold as a family pet. Read on to see if you've covered *the basics* in your contract.



Not sure if your sale contract is giving you and your puppies enough legal protection? Do an internet search of “puppy sale contract” and you’ll be able to inspect loads of examples on other breeders’ websites. You can also consult with your attorney.

Here are the basic elements of a reasonable puppy sale contract:

- **Basic Info.** Complete contact information for both seller and buyer. Date of sale, estimated date of shipping and amount paid. Note any deposit paid previously.
- **Limited?** Specify if animal can be bred or is limited. You might state that you will not release registration papers until you get a copy of the spay/neuter certificate.
- **Vet Visit.** Require a vet inspection within 48-72 hours.
- **Provided by Seller.** What else are you including with the animal? Shot records, microchip, registration papers (what registry)?
- **Refund/Replacement for Defects.** Under what circumstances will you provide a cash refund or replacement puppy? These are usually proven genetic, life-threatening defects certified by their vet AND your vet in the first 12 months following date of contract. If the animal has died, specify that an autopsy is required and your vet must agree with the



- results. Examples: severe dysplasia, grade 3 or higher heart murmur.
- **Value of Animal.** Clarify that the refundable/replaceable value of the puppy is limited to the purchase price excluding shipping cost or any other costs at time of purchase and no other compensation will be considered.
  - **Health Guarantee.** Most will guarantee that the puppy is sold in good health and free of adenovirus2, hepatitis, distemper, bordatella, parainfluenza and parvovirus for a week or two from date of contract.
  - **Not Guaranteed.** Specify what you do not guarantee against and will not be responsible to pay vet costs for e.g.: intestinal parasites, kennel cough, skin and ear mites, cherry eye, allergies, inguinal, perineal or diaphragmatic herniation, mange, ringworm, fleas, low blood sugar or any other non-life-threatening conditions common to puppies. Also, no breeder can guarantee temperament, color, size, weight or breeding ability.
  - **Void IF.** Specify what the buyer must do for the animal in order for this contract to stay enforceable. Examples: void if animal is over-exercised, overweight, if there are signs of neglect or abuse, if animal is not housed or fed to your specifications, if animal is not vetted or immunized regularly, etc.
  - **Right of First Refusal.** If buyer wants to relinquish the pet to a shelter or rescue of any kind (or want to euthanize it for any reason other than a fatal condition), they have to offer the pet back to you first.
  - **Jurisdiction.** Specify the location (county and state) where any issues with this agreement will be litigated. The laws of that location will apply.
  - **Nothing More.** Your contract should end by stating that this is the entire agreement between you and the buyer.
  - **Acknowledgment and Signatures.** If you want to be double certain that your buyer saw a certain stipulation, repeat it just above the signatures.

**You might also want to specify that:**

- Buyer cannot sell or give away this animal, to anyone, without your approval
- Seller has the right to call and/or visit at regular intervals to check on the animal's well-being.
- The animal is to be kept indoors only.
- You will babysit the animal at your home if the buyer is local.
- The buyer must attend a basic puppy obedience class with this animal.
- The buyer is responsible for your legal expenses if you have to litigate any aspect of this contract.
- The buyer cannot keep the animal on a chain at all times.



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## Sample Sale Contracts

Links to some effective puppy sale contracts

(disclaimer: we don't know these kennels, we just think their contracts are useful for comparison purposes)

[Small Breed Specific \(PDF\)](#)

[Very Readable](#)

[Very Thorough \(PDF\)](#)