

McKenna Cavaliers Deposit/ Sales Contract

Buyer _____ Date _____
Address _____
City _____ State _____ Zip code _____
Phone(s) _____
Email _____

Buyer is reserving _____(temporary name)
Sex _____ Color _____ Date of Birth _____
Sire _____ Dam _____
Purchase Price _____
Deposit (1/3 purchase price) _____ (non-refundable upon satisfactory
8 week check-up)
2nd Installment (1/3 purchase price) _____
Balance Due _____ (at the time of acquisition of puppy)

Deposit: A non-refundable deposit of 1/3 the purchase price is required to hold a puppy. The deposit may be made in cash or by check. McKenna Cavaliers will hold the deposit until the puppy is 8 weeks of age and passes his/her puppy examination by our veterinarian for eyes, heart and patella luxation as well as general health. Once the puppy passes his/her health check McKenna Cavaliers will deposit the first check. Should the puppy not pass the veterinarian's health check McKenna Cavaliers will notify the buyer and renegotiate the price or return the deposit check. Upon notification the puppy has passed the health check the buyer agrees to send a second check for the next third of the purchase price. A puppy is not guaranteed held for the buyer until the checks clear the bank. A bounced check disqualifies an applicant from purchasing a puppy from McKenna Cavaliers.

[Please make all checks payable to Jeannette Wallace.](#)

Purchase price is based on a limited registration. AKC papers (registration forms) will be mailed to the buyer once proof of spaying or neutering is received. Puppies purchased for breeding purposes (Full registration) cost an additional \$1000 to the limited registration price. Full registration AKC papers will be mailed to buyer once the final check has cleared. If more than one puppy is being purchased a discount may be given on the second puppy at the breeder's discretion.

Responsibilities of the buyer:

The buyer agrees that this puppy is being purchased for himself/herself and his/her family with the primary intention of making this puppy a family pet/member. The owner agrees to register this dog with the AKC using the McKenna prefix in the registered name.

The owner agrees to provide proper medical, dental, and nutritional care for this dog and make every reasonable effort to provide a healthy and safe environment in which the dog lives.

The owner agrees that if he/she can no longer keep the dog or provide a safe and healthy environment for him/her that they will not take the dog to a shelter or pound and will contact McKenna Cavaliers by either phone or email. If McKenna Cavaliers can place your dog in another home we will refund part of your purchase price depending on the situation, need for medical/ nutritional care, etc.

If the owner is dissatisfied with one of our puppies for personal reasons will be willing to exchange the puppy for one in a different litter provided the puppy is less than a year old. The purchase price will not be refunded unless the puppy does not meet the health guarantees of this contract. A medical examination by my veterinarians will be required to establish any medical conditions that would negate this contract.

Responsibility of McKenna Cavaliers:

Guarantee of Good Health

This is a binding contract. McKenna Cavaliers' certifies that said puppy is in good health to the best of our knowledge at the time the owner takes possession of the puppy. Said puppy will receive a veterinary examination and his/her first set of puppy shots at 8 weeks of age. The buyer has 72 hours after purchase to take this puppy to a veterinarian. If upon examination the veterinarian finds that said puppy is not in good health, the buyer must notify McKenna Cavaliers within 24 hours. The buyer shall return the puppy to McKenna Cavaliers with all veterinarian documentation as to the medical condition of the puppy. McKenna Cavaliers will replace the puppy as soon as one is available. McKenna Cavaliers has no obligation to reimburse the buyer for any costs incurred including medical, shipping etc.

McKenna Cavaliers have been tested for Mitral Valve Disease (a genetic disorder) and eye defects such as cataracts, etc. McKenna Dams and Sires are registered with OFA and have CERF numbers. **McKenna Cavaliers offers a 30 month guarantee against debilitating Hereditary Degenerative Eye Defects and Hereditary Mitral Valve Disease.** Should said puppy develop a debilitating hereditary eye defect or mitral valve disease during the guaranteed period a diagnosis must be made by a licensed veterinary specialist (ophthalmologist/cardiologist) and submitted to the breeder by the attending veterinarian within 15 days of the initial diagnosis. The diagnosis must be in writing and include x-rays/ultrasounds or clinical evidence that provides proof of the condition. All expenses incurred in the diagnosis and treatment of said puppy will be the owner's sole responsibility. McKenna Cavaliers will replace the puppy as soon as one of like color and sex becomes available.

It is difficult to determine whether a dog will develop patellar luxation as excess weight

or injury may contribute to the development or exacerbation of the condition. However, should a McKenna puppy under 24 months develop a patellar luxation condition that requires surgery, McKenna Cavaliers will replace the puppy upon notification and documentation of the situation. Should the owners choose to keep the puppy and upon documentation by a Certified Veterinary Specialist (orthopedic surgeon), a partial refund may be negotiated not to exceed 1/2 the purchase price. In cases where the puppy has been purchased with a full registration the owners agree to spay or neuter said puppy and the negotiated refund will be mailed to them upon receipt of spay/neuter documentation.

No guarantees apply if bitch/dog is bred or has whelped a litter prior to 24 months of age.

Medical conditions caused by a failure to provide proper nutrition, veterinary care, vaccinations, or a safe environment are not guaranteed by McKenna Cavaliers. Any immune deficiencies, epilepsy or other kind of seizure/neurological disorder, irritated bowl syndrome, cancer, retained testicles, umbilical hernias, allergies or psychological disorders are not guaranteed by McKenna Cavaliers. Medical or psychological conditions deemed to be the result of negligent or abusive behavior by the owner(s) are not guaranteed by McKenna Cavaliers.

There will be no compensation for any medical expenses incurred or any surgery reimbursement for any reason.

This contract shall be deemed a legal and binding agreement between McKenna Cavaliers and the buyer and is under the jurisdiction of the State of Colorado. It is further agreed that should there be any dispute/arbitration between McKenna Cavaliers and the buyer regarding said puppy/dog that the legal venue shall be in the county of residence of McKenna Cavaliers in the State of Colorado, U.S.A.. The buyer will be held responsible for any and all costs associated with bounced checks, collection, attorneys fees etc.

I/we the Buyer(s) certify that I/we have read the foregoing contract/agreement, understand its contents and agree to its conditions.

Buyer _____ Date _____

Buyer _____ Date _____

Representative of McKenna Cavaliers _____ Date _____