



Alder Creek Cavaliers
Josh and Megan Cromwell
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(936) 537-5366

Puppy Contract and Deposit form

Name of Dog:	
Call Name:	Color:
Date of Birth:	Sex:
Time of Birth:	Birth Weight:
Registration #:	
Microchip #:	
Sire Name:	Sire Registration #:
Dam Name:	Dam Registration #:
Ltd or Full:	

Date of Deposit: _____ Deposit Amount: \$500

Total Purchase Price: \$3500

Alder Creek Cavaliers (ACC), is hereafter referred to as the Seller/Breeder, and the new owner of the dog, hereafter referred to as the Buyer, do hereby enter into the following contractual agreement of the sale of a Cavalier King Charles Spaniel puppy. Where prompted to do so in this contract, the buyer will initial, signifying that he/she understands and agrees to the content stated in that section of this contract. ACC reserves the right to refuse the sale of the puppy for any reason at anytime. In this case, if any money has been exchanged it will be fully refunded. Lastly, we want you to enjoy a lifetime of love & happiness with your puppy!

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Deposit/Payment Process and Terms

Your deposit insures we will NOT sell your picking spot/puppy as long as all terms in this contract are met. Picks will be given in order of deposits received on preferred color/gender. This should be communicated between buyer and breeder before deposit is sent.

Deposits can be made via cash in person, facebook messenger, Venmo, or Walmart to Walmart transfer. No checks of any kind at any time. The only reason a deposit will be refunded is if at any point in the eight weeks the puppy is with us he/she is found to possess a congenital defect, unhealthy, injured (we will go by the opinion of our vet) or the puppy passes for some reason. In the event that one of the above issues arise, the deposit will be refunded in full by breeder to the buyer via the method it was received. These same terms apply for any other payment made towards the total price of the puppy. This does not include giardia, coccidia, and/or worms. If any of the puppies are diagnosed with these parasites while in the breeder's care, the breeder will pay for the treatment and notify the buyer.

ACC reserves the right to have first pick before any buyers. If for some reason ACC decides to keep the pup you put a deposit on, your deposit will be refunded or can be transferred to another litter. If you put a general deposit down for a pick of a color/gender combo with multiple pups available and we decide to keep a pup of that color/gender combo, the person that put down their deposit for the last pick spot will be refunded or can be transferred to another litter.

In the event that the color/gender combo you placed an early deposit on is not produced from said litter OR no puppies are produced (breeding doesn't take, no pups live, etc.), deposits/payments can be transferred to another litter of the buyer's choice, or can be refunded. Deposits become NON refundable once the puppy turns 4 weeks of age.

*If for any reason the family is no longer able to take their puppy home, the deposit/payments are either forfeited or the deposit and any payments made may be rolled over to any litter of the buyer's choice as long as this is communicated to the breeder before the puppy reaches four weeks of age. After the four week age mark, deposits/payments will not be refunded OR transferred. However, if a special circumstance arises, we ask that the buyer communicate this to the breeder. The breeder may make an exception to this depending on the circumstances, but it is up to the breeder. If the buyer's deposit is to transfer and he/she wishes to have a puppy from a litter that already has deposits down, the buyer will be next in line after any deposits already received on the litter. If the buyer backs out of a puppy the second time, deposit and any payments made are forfeited and will not be rolled over to any future litter. If at any point Alder Creek Cavaliers decides to stop breeding, any payments made towards a puppy that will have rolled over to a future litter will be refunded, but **NOT DEPOSITS**

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(unless puppies less than 4 weeks of age).

While in our care

While in our care your pup will have plenty of time and love put in to them. When your puppy goes home with you, he/she will have been dewormed at 2, 4, 6, and 8 weeks of age, given coccidia prevention (toltrazuril), given their first puppy vaccination at 6 weeks of age, received early neurological stimulation from day 3-16 of age, and been seen by a licensed veterinarian.

Please be aware that the vaccines, dewormer, and coccidia prevention are all administered by us to the puppies here at our home. Just like many other breeders, we do not take our puppies to the vet to have these things done. Our vet is well aware that we administer these at home and we follow the protocol of our vet (product/dosage/age) when doing so. Puppies do not see the vet until 6-8 weeks of age, unless concerns arise from the breeder. This is to insure that the puppies are not exposed to the germs at the vet until they have stronger immune systems and have received their first vaccination.

Registration

Every puppy sold by Alder Creek Cavaliers is sold with AKC registration. There are two types of registration, LIMITED and FULL. The terms of each are outlined below. Each puppy will be sent with an AKC Registered name and registered with AKC at the time of pick up. Also, when registered with AKC, each puppy is required to choose a name that includes "Alder Creek" at the beginning. We do this so that when looking at a pedigree, it is easy to distinguish that a puppy is from our program/lines.

LIMITED: This is pet registration, and no breeding rights are given. All puppies will be sold on a limited registration contract and must be spayed or neutered by 12 months of age and if this is not completed it will void your health guarantee. If a puppy is sold on limited registration, it is understood by the buyer that the puppy is NOT to be used for breeding at any time in their life under any circumstances. Use of this dog for breeding will result in immediate seizure of the dog by the breeder, with no payment or replacement made to the buyer by the breeder

I understand that breeding a puppy/dog from Alder Creek Cavaliers when limited registration is in place I will be held responsible for damages amounting to five times the original purchase price of the puppy being owed to the breeder IMMEDIATELY.

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Visiting Puppies

We understand getting a new family member is very exciting and it's very hard to wait eight weeks to meet them! We allow visiting at no younger than **six** weeks of age, to insure both the health and safety of not only your puppy, but all of the puppies in the litter. No other animals will be allowed to visit at any time. You and your family are more than welcome to visit as often as you'd like once the pups are six weeks old, as long as it is coordinated with the breeder. No random "drop-ins" will be allowed. Hygiene precautions will be taken when visiting pups (clean hands, no shoes in puppy area, etc.) for health and safety reasons. Puppies will only have had one vaccination so we will be very cautious to keep their environment clean and safe.

Pick up week

Puppies are allowed to go to their new homes at eight weeks of age. Pick up arrangements must be decided before the puppy is seven weeks of age. If buyer is not able to be reached by two forms of communication (phone, email, facebook) regarding pickup arrangements by seven weeks of age, rights to puppy are voided and deposits/payments are not refundable or transferable. It is the BUYER'S responsibility to stay in contact with the breeder throughout the process. The buyer must understand that while the breeder is available to answer any questions the buyer may have, the breeder also has other puppy buyers to attend to and is not responsible for a lack of communication on the buyer's part.

The remaining balance is due the day the puppy is picked up and is due in **CASH or CASHIERS CHECK (made out to Josh and Megan Cromwell)** . Pickup must be in person and the person who originally put a deposit down on the puppy must be present to pick the puppy up, unless discussed and approved by the breeder 24 hours before pick up. If arrangements for pickup are made between the buyer and the breeder more than three times with no success, the buyer forfeits the right to the puppy and the breeder will move to the next on the list, unless special circumstances are discussed between the buyer and breeder and breeder agrees. If pickup arrangements are made and the buyer does not contact the breeder and does not show, rights to the puppy are automatically voided by the buyer and deposits/payments may NOT be rolled over to a future litter or refunded. Not showing up to a scheduled pickup time without contacting the breeder will ALWAYS result in the buyer losing rights to the puppy and all deposits/payments made. The breeder's time is valuable and the buyer MUST respect that and not waste the breeder's time, and the breeder will give the buyer the same respect.

When picking up your puppy, the breeder will provide each buyer with a

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vaccination/deworming record (from us, remember the vet doesn't give these!), vet check off sheet from the vet visit, bill of sale, microchip information and AKC registration. A paper copy of this contract will also be provided for the buyer's reference if requested by the buyer.

PLEASE NOTE: If the puppy is to be shipped to the new owner, payment in full for shipping and any costs associated with shipping is required the day the puppy turns 7 weeks old. This allows the breeder time to book the puppy's flight, order the crate for the pup, and have a health certificate done on the pup by a licensed veterinarian, which are all required in order for the pup to ship. Failure to do so results in the flight being delayed, which will result in extra fees being charged by the breeder to the buyer for having to reschedule the pup's flight and coordinate another day to take the pup to the airport. If shipping for the pup is still not paid in full by the time the pup is 9 weeks of age, the buyer will forfeit their rights to the pup and will NOT receive a refund for any deposits/payments made or be able to transfer deposits/payments to another litter.

As always, if special circumstances arise, the buyer is asked to communicate this to the breeder and the breeder will work with the buyer to the best of their ability. The buyer is also required to pay the full balance of the pup by 11:59pm the day before the pup's scheduled flight. If the payment has not been received in full by the breeder for the puppy by then, the pup will not ship. For more information about price breakdown for shipping costs, please refer to the "Additional Shipping Information" portion of this contract.

Buyer Commitment/Expectations

The buyer shall provide proper nutrition, vet care, shelter, and exercise to the puppy for the puppy's entire life. If the dog is found neglected or abused, the breeder has the right to take the dog at anytime without replacement or payment. It is a privilege to own an animal, and do NOT tolerate abuse or neglect to any animal bred by ACC.

Here at Alder Creek we understand that life happens. If for some reason you are no longer able to care for your puppy, at any point in his/her life, we ask that you please let us know. We understand it is your right to find your puppy a new home and ask a rehoming fee, however we ask that you please let us know first and give us the first opportunity to buy our puppy back before advertising on craigslist, facebook groups, etc. We also understand the want to keep the pup in the family or with friends if you're no longer able to keep him/her. We ask that if the pup is given to someone else that you please just notify us of the ownership/home change. Here at ACC we feel we are responsible for all of our pups for all of their lives, and have picked you and your family carefully to give them a great life. Because of this we'd like to know if they are out of your possession. We also will take any of our pups back no matter what, 100% of the

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time. There is no reason a pup from us should ever end up dumped or in a shelter, and by signing this contract/submitting a deposit you are agreeing to return the puppy to us here at ACC instead of surrendering him/her to a shelter (buyer will cover transport cost). We ask that you keep us informed on the puppy and his/her health and/or whereabouts because we truly care about their well-being.

Health Guarantees

Each puppy goes home with a three-part health guarantee from ACC. These sections include the 48-Hour health guarantee, the cardiac/elbow/patella guarantee, and the lifetime genetic health guarantee. These guarantees are located at the end of the document.

Social Media

Alder Creek Cavaliers takes great pride in all offspring produced, and strives to make all puppy "BUYERS" happy and content with matters pertaining to the new puppy. Please contact us in writing and allow for up to thirty days from first notified to resolve any and all matters before posting to social media.

Buyer will allow thirty days resolution prior to posting any negative comments to social media, internet, or any public or private forum or entity.

This contract applies only to the original buyer and is not transferable. If the buyer violates any part of this contract, all guarantees made by the seller in both the Health Guarantee and this contract become VOID immediately. Furthermore, any legal action or litigation is to be in the county of Montgomery TX or the seller's/breeder's residence at the time of the claim. All of the seller's/breeder's attorney expenses are the responsibility of the buyer if the seller/breeder is not at fault.

I/We have read the details of this contract and fully understand what I have read. I agree to abide by the conditions of this contract and if I do not comply with said contract, I understand that the health guarantee from the breeder may be VOID and/or I may be held responsible for damages owed to the breeder. I also understand that by submitting a deposit to Alder Creek Cavaliers and/or signing this contract electronically or by hand, I am agreeing to the terms outlined in this contract.

Buyer Signature _____ Date _____

Breeder Signature _____ Date _____

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Health Guarantee

Here at Alder Creek Cavaliers we offer THREE different health guarantees, which are outlined below:

48-HOUR HEALTH GUARANTEE:

This guarantee is good for exactly 48 hours after the transfer of the puppy from the breeder to the buyer (time recorded on bill of sale). The buyer agrees to have the puppy seen by a licensed veterinarian within these 48 hours. If the puppy is found to be injured or unhealthy (life threatening), the breeder will provide the buyer with a replacement puppy of equal value as soon as one becomes available, as long as the puppy and all paperwork is returned to the buyer 24 hours after the vet visit. Written proof from a licensed veterinarian of the condition must also be provided to the breeder upon return of the puppy and all other aspects of this contract must be met. If the puppy is diagnosed with parvovirus during these 48 hours (parvo test must come back POSITIVE, no "speculations" of parvo will be considered) the breeder also will provide the buyer a replacement puppy of equal value (when one becomes available) upon return of the puppy and all paperwork, as well as proof of the positive parvo test in the form of a written statement by the vet that diagnosed the condition. If the puppy dies within the first 48 hours within being in the possession of the buyer, the buyer must have a necropsy performed to prove cause of death in order to receive a replacement puppy of equal value when one becomes available. Breeder has the right to have their own vet confirm any findings in said report. This does not cover any causes of death related to the injury of the puppy while in the buyer's care, or any condition related to the negligence of the buyer regarding the safety and health of the puppy. In any circumstance, ALL aspects of this contract must be met in order for the buyer to receive a replacement puppy.

This guarantee does NOT cover mange, mites, skin infections, fungal infections, hair loss, diarrhea, hypoglycemia, viral or bacterial colds, and/or infections such as coccidia, giardia, and worms. All of these conditions are easily treated and not covered because they are natural things a puppy may pickup/contract. Puppies are naturally at risk for coccidia, giardia, and worms which are often brought on by the stress of a new home, new food, new people, or just a change in environment. Another thing that may show up when your puppy is taken to a new environment is kennel cough (Bordatella- a raspy cough is a symptom of this) which is common when a puppy is transferred to a new home and is caused by bacteria. Kennel cough is self limiting and like the common cold, must run its course. Full recovery is expected and kennel cough, giardia, and coccidia on their own are not life threatening. Note: Urinary Tract Infections (UTI) can also be a common issue with this breed during puppyhood

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and are not covered in this health guarantee. All puppies are treated and/or vaccinated for worms, coccidia, giardia, parvovirus, and distemper before they leave our home. However, you need to be aware that these things can arise and most of them are not serious and we will NOT cover treatment for them. Remember that the puppies have never left here, their littermates, or their mom, so transfer to a new home is quite stressful on them! Please understand this and expect to keep an eye out for these things, which is why we encourage a vet visit within 48 hours of pickup. We will not cover any vet bills under any circumstances once the puppy has left our possession. Vet bills are part of owning an animal and the buyer needs to understand this before bringing home a new puppy.

ONE-YEAR HEALTH GUARANTEE:

The Seller has done everything possible in their control to produce a healthy, sound puppy both by breeding only parents that are deemed healthy by licensed veterinary specialists and by raising puppies in the best way possible in regard to diet, exercise, socialization and vet care. If within one year from the puppy's date of birth, the Cavalier succumbs to a terminal illness caused by a genetic defect and an autopsy has been performed and determined a genetic/congenital condition was the cause, the Seller will be notified within two business days and given a certified copy of the death certificate and the Seller will issue Buyer a credit voucher for the full purchase price toward another Cavalier puppy from one of my future litters.

Buyer understands Seller will not be responsible for veterinarian fees resulting from any such condition.

If Buyer declines the credit toward another Cavalier from a future litter, Seller shall be under no further obligation and it will be deemed that Buyer has released Seller from all further claims.

GENETIC GUARANTEE:

Alder Creek Cavaliers health screens all of their dogs through Embark or Paw Print genetics to insure that we never produce an affected/at risk puppy. Because of this, we offer a lifetime genetic guarantee against any of the 3 diseases tested for (DE/CC, ESF, and DM). Should a puppy test as affected/at risk when their health panel is sent in to Embark or Paw Print Genetics, we will offer a replacement puppy of equal value when as soon as one becomes available, as soon as results are shown to us (we will not reimburse the buyer for the cost of the Embark test if even if the puppy comes back as affected). This guarantee is only valid if the puppy is tested through both Embark and another testing

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company of the breeder's choice and comes back AT RISK/AFFECTED. We require proof from BOTH agencies. If one result comes back at risk/affected and one comes back a carrier or clear, the carrier/clear result will be taken. If your vet feels your pup has one of these genetic diseases, you must send in your dog's DNA to Embark and the findings must be shared with the breeder to exercise a claim. ACC is not responsible for any vet bills or the cost to send in the dog's DNA to Embark Veterinary or Paw Print Genetics. This portion of the guarantee also does not cover the dog coming back as a "carrier" of one of these diseases. When a dog is a carrier, their health is affected in no way. This just means that if this dog is bred to another dog that is a carrier for the same disease, that the puppies produced by the pairing have a chance of being at risk. We will NEVER breed two carriers of the same disease to insure that puppies are NEVER affected! Failure to follow the terms outlined in either will cause all guarantees to become VOID.

Buyer Signature _____ Date _____

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Additional Shipping Information

This portion is designed to offer additional information for puppy families that will be shipping their puppies. We only offer shipping via airlines at this time, so this pertains only to airline shipping via American Airlines (ground shipping can be discussed on a case by case basis).

These shipping rates are for the 48 Contential states, which does not include Hawaii and Alaska. For rates to Hawaii, Alaska, or outside of the United States, please contact Alder Creek Cavaliers directly to get a customized quote

PRICE BREAKDOWN:

For puppies 1-25lbs at time of shipment (total weight including crate)...

Crate.....	\$50
Airfare.....	\$266
Health Certificate.....	\$40
Time/Travel (breeder).....	\$40
Total.....	\$396

Please note that if the pup is over a certain age, he/she is required to have a rabies vaccine before flying, which is an additional charge, prices subject to change and prices provided are an ESTIMATE

HOW IT ALL GOES DOWN

The idea of shipping your pup is probably nerve wracking and sparking a TON of questions, so we have provided this break down to explain the whole process from start to finish on how shipping works!

Prior to flying, the pup is required to have a health certificate from a licensed veterinarian (this is typically done at the checkup performed on the whole litter at 6-7 weeks of age) to make sure the pup is healthy enough to fly. A crate that is approved by the airline is also required for the pup to fly in. The breeder has already found approved crates that will be used for all pups to fly in. This crate will be paid for by the buyer and the buyer will actually get to keep this crate for their pup! (If you wish to see the crate, ACC can provide you the link). The buyer is required to provide the breeder the information for their preferred airport for the pup's arrival so that the breeder can book the flight. Upon confirmation of the flight, the breeder will receive an email, which will be forwarded to the buyer. **Flights are not confirmed by the airline until 10 days before departure, but**

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the breeder will put in a request for a flight long before this. In this confirmation email, it will specify where the pup is to be picked up by the buyer when the flight arrives. All pups will fly out of the Bush Intercontinental (IAH) Airport, which is located a little over 2 hours away from the breeder (which is why we charge for travel). The day the pup is to fly, the breeder will follow all protocols required by the airport to ship the pup (paperwork, food provided, bedding in the crate, etc). Once the flight leaves, the breeder will inform the buyer and send a copy of the confirmation the breeder receives from the airline to the buyer. The buyer will follow the instructions provided by the airline regarding picking up the pup.

***** PLEASE NOTE:** The airline does NOT permit animals to fly when the outside temp of BOTH the airport of arrival and departure are higher than 85 degrees Fahrenheit or lower than 20 degrees Fahrenheit. This can be an issue during warmer and/or colder months because of the fluctuating Texas weather! In the event that temperatures don't allow the pup to fly, the pup will have to be transported by other means (ground, flight nanny, owner pickup, etc). The buyer is required to arrange alternate transport options. In the event that alternate transport occurs, the buyer must realize that shipping rates may change and other costs may occur in order to ship the pup since the pup will continue to get older.***

_____ **BUYERS INITIALS (if shipping)**

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