



Pemberly Yorkies

Adoption Contract

This Agreement between (Buyer) _____ and (Seller) Don & Fawn Conover (also herein referred to by the kennel name “Pemberly Yorkies”) is effective as of the date of the last signature to appear below and is binding upon all parties thereto as to the below described dog, pursuant to all of the following terms. The terms “Dog” and “Puppy” in this contract refer to the puppy being purchased by the buyer on the date indicated.

Breed: Yorkshire Terrier

Birth Date: _____

Sex: _____

AKC Litter #: TBD

Seller: Don and/or Fawn Conover / “Pemberly Yorkies”

Sire: _____

Dam: _____

Vaccination Date(s): _____

Purchase Price: _____

Pet _____ **The Dog will not be used for breeding.**

Name	
Address	
E-Mail	
Phone	
Phone	
First Name	
Puppy's New Name	
Anticipated Pick up Date	
Latest Pick Up Date	

“Pet” versus “Breeding Stock” Purchase:

We ask all buyers to be **honest, clear and decisive** about their purpose for ownership when acquiring a puppy from Pemberly Yorkies. This contract is for buyers who have made the decision to acquire a “pet,” which they will not breed. (The contract, pricing, and other aspects of the puppy buying process is different for owners who have made the decision to purchase breeding stock.) Consistent with this decision, the buyer agrees to *spay or neuter the dog within eight months* of the date of birth. As a matter of accountability, the buyer agrees to provide an invoice or note from a veterinarian, indicating the dog’s name and the completion of the procedure, to Pemberly Yorkies, in a timely manner. Furthermore, the buyer also understands that from time to time, Pemberly Yorkies may, at it’s discretion, choose to spay or neuter any puppy, sold as a “pet,” prior to the actual date of pick up. _____

Responsibilities of Dog Ownership: The Buyer **assumes responsibility of all expenses incurred** in relation to the dog after leaving the possession of the Seller as well as any expense incurred at the request of the Buyer before the dog leaves possession of the Seller. If for any reason the dog is returned to Seller, the Buyer agrees to pay all expenses, including re-examination expense at Seller’s veterinarian. _____

Micro-Chipping & Re-Homing:

We strongly suggest that the Buyer microchip the Dog as soon as feasibly possible and update the information on the chip upon any address change to cover loss or theft of your new pet. Buyer agrees to advise Seller prior to selling or re-homing the dog so that Seller may maintain contact with the Dog’s current owner to answer questions and/or address concerns they may have. Buyer will advise the Seller if a situation should arise in which Buyer is unable to keep the dog. _____

Health Guarantee:

Seller guarantees the health of said dog upon pick-up from our home. The dog comes to you with a record of vaccinations. **We recommend that you take the dog to your own veterinarian within the first 72 hours (at the Buyer’s expense). Quarantine the dog during this time and follow the advice of your own veterinarian.** You or your veterinarian shall report to Seller any medical problems discovered within this 72-hour period. **If the dog is found to be of unsound health by a licensed veterinarian, the dog will be returned to the Seller and the Buyer may request a refund or exchange for another puppy.** A medical report signed by the examining veterinarian must be provided to the Seller prior to the issuance of a refund. The Seller will not issue a refund on any dog that has not received adequate or appropriate veterinary and personal in-home care from Buyer. _____

a.) **Unsound health shall be defined as any condition which is a congenital birth defect and is life threatening.** This shall not include skin conditions, viral infections, bacterial infections, parasites, or worms. Buyer understands that dogs commonly contract various types of infections through a variety of means including contact with other dogs or contaminated areas. Buyer understands that a dog's immune system may be affected by recent vaccinations, which may also predispose a dog to infection. Buyer understands that a dog is a living organism that is daily exposed to stressors and potentially harmful microorganisms in the environment. Furthermore, a change in living environment, companions (animal or human), food, etc... such as when the puppy goes to a new home, may also cause a temporary high-stress situation that predisposes the puppy to illness. Buyer understands all these risks and is willing to accept full responsibility for the dog, in the condition it is in on the date of pick up, and for any health problems that may arise in the near or distant future.

b.) **Should the Dog die within the first year** as direct result of a congenital birth defect, **the purchase price of the Dog will be refunded,** following a review of a full Necropsy, paid for by the Buyer and performed by a licensed veterinarian. This Necropsy must include all applicable tests and a full written report as to the cause of death, by the veterinarian. The Buyer agrees to provide Seller with full contact information for the veterinarian performing the Necropsy, and to encourage the Veterinarian to communicate fully with the Seller and any representative of the Seller regarding the Dog's cause of death and the Dog's state of health and medical care prior to death. Any trauma, abuse or neglect of the Dog will void the guarantee.

Deposits / Purchase Price / Refunds:

To reserve a puppy, an **Initial Deposit of \$500.00 is required.** There shall be **no refund** of the Initial Deposit, Purchase Price, Priority Pick Deposits, or other costs, except as outlined in the section describing the Health Guarantee. **Failure to pick up your puppy by the Latest Pick Up Date will mean forfeiture of the Initial Deposit and all rights of the Buyer to adopt the Dog as contained in this contract.**

Venue/ State Law, Facsimile/Email Signatures:

If any legal action is commenced by either the Buyer or Seller, that involves any aspect of this contract or the adoption of the Dog referred to herein, the place of venue for such action shall be none other than Maricopa County, Arizona, except in the case of an appeal. The Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction. Only Arizona State law is enforceable with any legal action by the Buyer or Seller in conjunction with this contract. **A facsimile/ Email signature shall be enforceable as an original** if the original contract is lost, destroyed, or otherwise unavailable.

The Yorkie Breed: Buyer has reviewed (online or in print) information on the Yorkie breed, including information on the temperament, energetic nature, special needs, dietary needs, companionship needs and common medical conditions of the Yorkie breed.

Continued Contact with Pemberly Yorkies: Buyer agrees to keep Pemberly Yorkies updated on any significant changes in their contact information. Buyer agrees to notify Pemberly Yorkies of any serious health issues that their dog may encounter throughout its life, as well as information on the dietary program adhered to, as this will aid in the continued development of a preventative diet that may help others avoid such health issues.

Buyer Signature: _____

Date: _____

Seller Signature: _____

Date: _____

Latest Pick Up Date: _____

Buyer Initials _____



As always, we wish you many happy years with your new family member! Please feel free to contact us with any questions or good news, and we absolutely love pictures and updates!

Pemberely Yorkies 480.797.8000
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info@PemberlyYorkies.com