

DAKOTA HEART CHIHUAHUAS

Puppy Sales Contract & One-Year Health Guarantee

Breeder/Owner: Jenny Wood **Email:** dakotaheart@icloud.com **Phone:** 701-870-4421

BUYER INFORMATION	
Buyer Name:	_____
Address:	_____
City / State / ZIP:	_____
Phone:	_____
Email:	_____
PUPPY INFORMATION	
Registered / Call Name:	_____
Date of Birth / Sex:	_____
Color / Markings / Coat:	_____
AKC Registration No.:	_____
Sire / Dam:	_____
Purchase Price:	\$ _____
Deposit Paid:	\$600.00
Remaining Balance:	\$ _____

1. APPLICATION AND APPROVAL

Prospective families must first submit a puppy application to Dakota Heart Chihuahuas. Submission of an application does not guarantee approval, placement on the waiting list, or availability of a puppy. Dakota Heart Chihuahuas reserves the right to approve or decline an application based on what we believe is in the best interest of our puppies.

2. \$600 NON-REFUNDABLE DEPOSIT

After an application has been approved and a puppy or waiting-list placement has been offered, a **\$600 non-refundable deposit** is required to secure the placement. The \$600 deposit will be **applied toward the puppy's total purchase price** and is not an additional charge. Except where otherwise required by applicable law or expressly agreed to by the Breeder in writing, the deposit is non-refundable.

3. FINAL PAYMENT

The remaining balance of the puppy's purchase price must be **paid in full no later than seven (7) days before the scheduled pickup, delivery, or Flight Nanny date**. The puppy will not be released, delivered, transported, or transferred until the purchase price has been paid in full. If the Buyer fails to complete the purchase by the agreed deadline, Dakota Heart Chihuahuas may make the puppy available to another approved family. The \$600 deposit remains non-refundable, subject to applicable law and this Agreement.

4. PUPPY RELEASE AGE

Puppies being **picked up in person** may leave Dakota Heart Chihuahuas at a minimum of **eight (8) weeks of age**, provided the puppy is healthy, developmentally ready, eating independently, and considered safe to leave. Puppies traveling by **air or Flight Nanny must be at least ten (10) weeks old**. Very tiny puppies may be required to remain with Dakota Heart

Chihuahuas longer. The safety and well-being of each individual puppy determines the actual release date, and Dakota Heart Chihuahuas may delay pickup, delivery, or travel when additional time is necessary for the puppy's safety.

5. PICKUP, DELIVERY AND FLIGHT NANNY

Buyers may pick up their puppy in person. **Dakota Heart Chihuahuas provides delivery and Flight Nanny services for an additional fee**, quoted individually based on location and travel requirements. For Flight Nanny service, airline tickets must be paid at the time the flight is booked. The agreed Flight Nanny fee is paid to the nanny at the time the puppy is delivered. Transportation charges are separate from the puppy's purchase price unless otherwise agreed in writing.

6. ONE-YEAR HEALTH GUARANTEE

Dakota Heart Chihuahuas provides a **one-year health guarantee against qualifying life-threatening hereditary or congenital conditions**, subject to all requirements, limitations, and exclusions in this Agreement. The guarantee begins on the date the Buyer takes possession of the puppy.

7. REQUIRED 72-HOUR VETERINARY EXAMINATION

The Buyer agrees to have the puppy examined by a **licensed veterinarian within seventy-two (72) hours** of taking possession. The Buyer is responsible for this initial examination. Failure to complete the examination within 72 hours may affect eligibility under the guarantee to the extent permitted by applicable law.

8. HEALTH GUARANTEE EXCLUSIONS

The guarantee does not cover hernias, overbites or underbites, hypoglycemia, collapsed trachea, cosmetic issues or imperfections, worms, fleas, ticks, parvovirus, colds, flu-like illnesses, or other parasites, contagious diseases, or infectious illnesses specifically excluded by this Agreement. Routine veterinary expenses, vaccinations, parasite prevention, injuries, accidents, and conditions resulting from improper care are not covered unless required by applicable law.

9. HEALTH-GUARANTEE CLAIMS

Any claim must be supported by a **written diagnosis from a licensed veterinarian** confirming a qualifying life-threatening hereditary or congenital condition. Dakota Heart Chihuahuas reserves the right to obtain a **second veterinary opinion from a veterinarian chosen by Dakota Heart Chihuahuas**. If a second opinion is required, **Dakota Heart Chihuahuas will pay the cost of that second-opinion examination**.

10. REPLACEMENT PUPPY

If a qualifying condition is confirmed and the claim is approved, the Buyer's remedy is a **replacement puppy**, rather than a cash refund, except where applicable law requires otherwise. The **original puppy must be returned to Dakota Heart Chihuahuas** before a replacement is provided. The Buyer must select a **comparable replacement puppy within twelve (12) months** of approval of the claim, subject to availability.

11. AKC LIMITED REGISTRATION

Unless Dakota Heart Chihuahuas expressly agrees otherwise in writing, puppies are sold with **AKC Limited Registration and without breeding rights**. Full registration or breeding rights are not included unless specifically granted in a separate written agreement signed by Dakota Heart Chihuahuas.

12. UNAUTHORIZED BREEDING

A dog sold without breeding rights may not be bred. Unauthorized breeding is a material breach and **immediately voids the Dakota Heart Chihuahuas health guarantee**. Subject to enforceability under applicable law, the Buyer agrees to pay Dakota Heart Chihuahuas **\$5,000 in liquidated damages for each puppy produced from an unauthorized breeding**, and not as a penalty, in addition to other remedies available under applicable law.

13. SPAY/NEUTER AGREEMENT

Puppies sold on AKC Limited Registration are companion/pet puppies without breeding rights. The Buyer agrees to have the puppy **spayed or neutered at an age and time deemed medically appropriate by the puppy's licensed veterinarian**. Proof must be provided upon reasonable request. The dog may not be bred before spaying or neutering.

14. BUYER RESPONSIBILITIES

The Buyer agrees to provide a safe, loving, appropriate lifetime home, including proper nutrition, fresh water, suitable housing, veterinary care, appropriate vaccinations and parasite prevention, prompt treatment for illness or injury, exercise, socialization, grooming, and supervision. Because Chihuahuas are a small toy breed, special care must be taken to prevent falls, rough handling, accidental injury, extreme temperatures, and unsafe interactions with children or larger animals. The Buyer understands the risks and signs of hypoglycemia in young toy-breed puppies and agrees to follow Dakota Heart Chihuahuas' feeding and care instructions. The Buyer should avoid high-risk public dog areas until their veterinarian considers vaccination protection adequate.

15. RETURN AND REHOMING

If at any time during the dog's lifetime the Buyer is unable or unwilling to keep the Chihuahua, **Dakota Heart Chihuahuas must be contacted before the dog is sold, given away, surrendered, transferred, or rehomed.** The Buyer may return the dog or propose a new home. **Owner-selected rehoming requires prior written approval from Dakota Heart Chihuahuas.** The dog may not be surrendered to a shelter, rescue, pet store, broker, or other third party without prior written approval. Unless otherwise agreed or required by law, returning or rehoming does not entitle the Buyer to a refund or reimbursement.

16. NO GUARANTEE OF ADULT SIZE, APPEARANCE OR SHOW SUCCESS

No guarantee is made regarding exact adult weight, final size, coat development, color changes, ear carriage, bite, reproductive ability, show success, or other cosmetic or developmental characteristics unless expressly stated in writing.

17. CARE INFORMATION

The Buyer acknowledges receiving or having access to information concerning Chihuahua puppy care, including feeding, hypoglycemia awareness, vaccination considerations, safe handling, and toy-breed needs, and agrees to contact a licensed veterinarian promptly with health concerns.

18. ENTIRE AGREEMENT

This Agreement and any written addendum signed by both parties constitute the parties' agreement concerning this puppy. Modifications must be in writing. If any provision is determined unenforceable, the remaining provisions continue to the extent permitted by law. Nothing in this Agreement is intended to waive rights that cannot lawfully be waived.

ACKNOWLEDGMENT AND SIGNATURES

By signing below, the Buyer acknowledges that they have read and understand this Agreement, have had an opportunity to ask questions, and agree to its terms.

BUYER

Printed Name: _____

Signature: _____

Date: _____

DAKOTA HEART CHIHUAHUAS

Jenny Wood, Owner

Signature: _____

Date: _____

PUPPY PAYMENT RECORD

Total Purchase Price:	\$ _____
\$600 Deposit Received - Date:	_____
Remaining Balance:	\$ _____
Final Payment Due:	_____
Final Payment Received:	_____
Pickup / Delivery / Flight Nanny Date:	_____
Transportation Fee (if applicable):	\$ _____

This template documents the parties' intended terms and is not a substitute for legal advice. Breeder contracts, non-refundable deposits, health guarantees, consumer protections, and liquidated-damages provisions can be governed by state law. Dakota Heart Chihuahuas should have the final agreement reviewed by a qualified North Dakota attorney before using it for puppy sales.