

**Companion ONLY (Pet) Agreement for Sale and Purchase of
Biewer Yorkshire Terrier or Yorkshire Terrier Puppy
Cloverdale Yorkies & Almost Heaven Biewers**

Molly Forman, Owner

301-514-5013 (cell)

www.almostheavenbiewers.com & www.cloverdaleyorkies.com

Email: MistyLK13@aol.com

The Parties enter into this contract for the purchase and sale of one Yorkshire Terrier, Biewer Yorkshire Terrier, Golddust Yorkshire Terrier, Biro Yorkshire Terrier puppy. This contract/ health guarantee is a purchase & sale agreement made on this day, _____, and is between Cloverdale Yorkies/ Almost Heaven Biewers, breeder Molly Forman, herein referred to as Seller and _____, herein referred to as Buyer.

Buyer Info:

Name:

Address:

City, State, Zip:

E-mail:

Mobile:

The Buyer agrees to purchase from Seller and Seller agrees to sell Buyer a female/male puppy named _____ from the _____ pairing.

Pups Birth date:

Color:

Tri Color (Biewer) _____

Tri Color (Biro) _____

Black and Tan (Yorkie) _____

Black and Gold (Yorkie) _____

Blue and Gold (Yorkie) _____

Blue and Tan (Yorkie) _____

Gold and White, Gold (Yorkie) _____

Type of Registration: Companion PET ONLY (no breeding). Breeder does not give registration papers for PET Quality pups.

Payment:

Full price for puppy: \$_____.00

Deposit: \$0.00 Deposit is NON-REFUNDABLE.

If pup is sold and or transferred in state of West Virginia a 6% state sales tax must be added to the purchase price of the puppy.

Sales Tax \$_____.00

Shipping and or delivery fees if applicable: \$___.00

Health Certificate for flight if applicable: \$___.00

Balance due in **CASH only** at time of pick up. \$_____.00

When Buyer agrees to send and or give money as a deposit Buyer is also agreeing to accept all the terms and conditions of this contract agreement for sale and purchase.

Description of Puppy's Temperament: This pup accepts human leaders easily. Is best prospect for the average owner, adapts well to new situations and generally good with children and elderly, although it may be inclined to be active. Makes a good obedience prospect and usually has a commonsense approach to life.

~ Vaccination Record ~

TYPE OF PUPPY VACCINATION USED: Nobivac 1DAPPv Canine Distemper-Adenovirus Type 2-Parainfluenza-Parvovirus vaccine Modified Live Virus.

DATE OF 1ST VACCINATION:

DATE OF 2ND VACCINATION DUE:

DATE OF 3RD VACCINATION DUE:

DATE RABIES VACCINATION: This will be your veterinarians call but per this contract/health guarantee it cannot be at the same time as the final distemper vaccination or any other vaccination.

YEARLY BOOSTER SHOTS DUE:

I follow Dr. Jean Dodd's Vaccine protocol.

9 - 10 weeks of age

Distemper + Parvovirus, MLV

14 - 15 weeks of age

Distemper + Parvovirus, MLV

18 weeks of age

Parvovirus only, MLV

Note: New research states that last puppy parvovirus vaccine should be at 18 weeks old.

20 weeks or older, if allowable by law

Rabies - give 3-4 weeks apart from other vaccines

Mercury-free (thimerosal-free, TF)

1 year old

Distemper + Parvovirus, MLV

This is an optional booster or titer. If the client intends *not* to booster after this optional booster or intends *to* retest titers in another three years, this optional booster at puberty is wise.

1 year old

Rabies - give 3-4 weeks apart from other vaccines

3-year product if allowable by law; mercury-free (TF)

Perform vaccine antibody titers for distemper and parvovirus every three years thereafter, or more often, if desired. Vaccinate for rabies virus according to the law, except where circumstances indicate that a written waiver needs to be obtained from the primary care veterinarian. In that case, a rabies antibody titer can also be performed to accompany the waiver request.

W. Jean Dodds, DVM
[Hemopet](#) / [NutriScan](#)
11561 Salinaz Avenue
Garden Grove, CA 92843

~ Worming Schedule ~

3 times wormed.

Dates Vet Checked: _____

Dr. Norman Wilt III, DVM
407 Mildred Street
Ranson, WV 25438
Phone: 304-724-5055 Fax: 304-734-7053

Buyer's Acknowledgement and Obligations

I: Buyer, by signing this contract, acknowledges that he/she is aware that there are health problems that are not uncommon to any breed. Some of these potential health problems are known to be genetic, some are believed to have some genetic predisposition, and the cause of others is unknown or is random in occurrence. Buyer further understands that the technology does not exist to predetermine the genetic outcome of any breeding as respect to health, conformation, size, temperament, or performance ability. Seller has, to the best of their knowledge and ability, made a good faith effort to determine that the Puppy and its dam and sire are free of inherited genetic disease. Notwithstanding the efforts of Seller, Buyer understands and acknowledges that Seller can NOT predetermine the outcome of the breeding and therefore can make NO assurances that the Puppy will be entirely free of inherited genetic or other disease, nor that the Puppy will meet Buyer's expectations as respects conformation, size, performance, or temperament. Deposits are Non-Refundable on Companion pups and will NOT transfer to another puppy or litter unless agreed upon by Seller. Seller does not give puppy registration papers as puppy is sold for Companion Pet purpose only.

All puppies sold are Veterinarian checked and have current vaccination(s), patella checked, and parasite checked before going to their new home. The Buyer shall take the puppy/dog to a veterinarian for annual health examinations, heart-worm checks and routine vaccinations if necessary. Buyer understands to have everyone in contact with puppy use extreme care to ensure that the puppy is not allowed to fall or to jump from any height without assistance. Any such activity may cause permanent & irreversible damage to growing joints along with other problems.

Rabies vaccinations are not to be given until the pup is 6 months to 1 year of age unless mandated by the state. DO NOT GIVE DISTEMPER VACCINE, RABIES VACCINE, BORDATELLA, LYME VACCINE, ETC. AT THE SAME TIME!!! Distemper vaccines must be 3 to 4 weeks apart and 2-3 weeks apart from rabies vaccination. ONE VACCINATION AT A TIME WITH NO EXCEPTIONS! I CANNOT STRESS THIS ENOUGH this is solely is to protect the puppy.

The same vaccination that is given to a 160lb dog is given to a 2lb dog. It doesn't make sense so please be aware of any reactions that your pup may exhibit. I do not care what the veterinarian's say it is too much on a toy/small breed to be overdosed by too many vaccinations at once. If your vet tries to bully you into it then ask them if they are going to guarantee you 100% that the puppy is going to be fine after this vaccine and that there is no chance of a reaction. Let them know if something happens to the puppy you will hold the Veterinarian responsible and that if they do not follow Seller's vaccination protocol, they will be voiding the terms & conditions of this contract agreement/health guarantee.

Buyer has been advised by the Seller to read Cloverdale Yorkies/Almost Heaven Biewers puppy manual. The Puppy Manual is located on Sellers website and in your puppy's book. It has valuable information for the care and maintenance of your puppy. The Puppy Manual has informative information about hypoglycemia. Seller strongly urges on arrival of pup to give a ¼ to ¾" strip of either Forti-Cal, Nutri-Cal or Light Karo Syrup once a day for 2 weeks in your home. It is easy for pups to become stressed in their new home and this will help to prevent hypoglycemia. Make sure your puppy has food and water at all times. Puppies are ready for their new homes at approximately 12 weeks of age. We gladly hold pups longer if Buyer requests and as long as we are available to do so. Additional boarding fees will apply.

II: Buyer agrees to take puppy to Veterinarian for health exam within 7 business days from date of your puppy's arrival and mail or email a certified copy of visit within 7 days of vet visit to Seller.

III: The Buyer understands that the Seller retains an interest in all dogs/puppies bearing his/her Cloverdale Yorkies name, and that an unauthorized resale of the dog/puppy may adversely affect and damage the Cloverdale Yorkies reputation and the value of Cloverdale Yorkies, Yorkshire Terriers. In the event the Buyer chooses to sell or other wise relinquish ownership of this puppy/dog, it hereby agreed that the Seller will be notified and IF POSSIBLE, the Seller will take the puppy/dog back and either keep the dog or re-home the dog for the Buyer. Any money received, less any and all expenses incurred in re-homing the dog, (including room and boarding, grooming, vet care, etc.) will be forwarded to the Buyer. Seller most certainly cannot or will not guarantee that Buyer will receive the full purchase price. Buyer shall pay for the puppy/dog to be shipped back to Seller or brought back to Seller by courier. If Seller cannot take the pup/dog back and Buyer wishes to re-home the pup/dog, the Seller must know where the pup/dog is going. Seller must receive the name, address and phone numbers of new owners before the pup can be placed. The dog must be spayed or neutered before it leaves the Buyers home and NEVER sold for breeding purposes. Buyer will not transfer ownership of this dog to anyone at anytime without the consent/knowledge of the Seller. If the pup/dog is unaltered the pup/dog MUST be returned to Seller.

Proof of Spay-neutering is to be mailed certified mail to Breeder on the Veterinarian stationary. I recommend that females go through their first heat before spaying. Males I recommend be neutered at 6 months of age.

In the event that the buyer sells or re-homes the dog without the Sellers prior consent, the Seller may seek damages in the value of the dog and consequential damages to the Kennel.

This puppy is not to be sold for resale purposes. UNDER NO CIRCUMSTANCES WILL THE BUYER EVER SELL, GIVE, OR TRANSFER THE PUPPY/DOG TO A SHELTER, RESCUE, PUPPY MILL OR PET STORE.

IV: Buyer is purchasing a Companion Pet and agrees to have pup spayed/neutered. Buyer will mail certified copy from Veterinarians office stating surgery has been done. Puppy is sold on a companion pet contract, meaning it CANNOT be used for breeding or conformation/showing or any other purpose other than being a loving pet. If there are any pups born from this companion pet/limited pup there will be a lawsuit, you will pay the court fees and I will charge a \$3000.00 per pup fee born. Do not breed this dog PERIOD. I do not give registration papers companion pups.

V: The Buyers Privileges and Rights of this contract agreement for sale & purchase of puppy along with Health Guarantee are NULL & VOID if all terms & conditions, "Buyers Acknowledgement and Obligations" along with this contract agreement for sale & purchase of puppy and are not met and followed by the Buyer. Any breach of Section II, III, or IV of this agreement buyers must forfeit the dog to seller and any non-compliance will result in lawful action and fines.

Health Guarantee

All puppies sold by the Seller are guaranteed to be healthy at the time of sale, for a period of 7 days, subject to approval by your veterinarian. If your puppy becomes ill with a congenital disease within the 7 days from the day you receive it, you must call the Seller immediately. The Seller shall replace it with another puppy of equal value once available (no refund of money) provided there is a written letter from 2 different licensed veterinarians explaining what is wrong with the puppy's health. Failure to notify the seller within 2 business days of veterinarian's certification of illness will result in forfeiture of replacement puppy and Buyers rights.

Puppy may not be returned for any reason unless accompanied by the veterinarian's letter. Buyer shall pay for the puppy to be shipped back to Seller. Buyer is responsible for all Veterinarian fees and costs. This does not apply to any worm, mite, flea, tick, kennel cough, coccidia, giardia, or hypoglycemia problem as these may be common in puppies and can be treated.

This puppy is guaranteed until 1 year of age against fatal congenital diseases. Buyer understands that the following slight genetic defects are not considered life-threatening and therefore NOT covered: hernia, un-descended testicles, overbite or under bite, luxating patella.

Seller does not guarantee size or color at adult age. If puppy is diagnosed with Liver Shunt a tissue sample must be taken and tested for confirmation of shunt. If the dog dies within this 1-year time frame, Buyer will pay to have it autopsied to ascertain the reason. The Seller must be notified of the problem within two (2) business days of the licensed veterinarian's determination reports from two (2) different veterinarians stating the same problem.

The Seller will provide a replacement puppy of seller's choice that is of equal value once available. Buyer is responsible for shipping costs of the replacement puppy. There is NO refund of money. The Seller reserves the right to confer with her veterinarian and to have seller's veterinarian confer, confirm, and or request additional tests before making any decision. Replacement puppy may or may not come from original breeding pair.

Buyer understands that any and all health guarantees expire one year from date of birth of the puppy. Seller is in no way responsible if the Puppy/Dog is injured or falls ill during shipping procedure or due to careless handling of the owners, airlines or courier. Seller is not responsible for any accident or injury or condition that occurs after the purchase and will not refund money on an injured puppy or a puppy that is sick due to the negligence of the buyer. This Guarantee is valid only for the original buyer and is non-transferable.

This Guarantee is null and void if any of the above is caused by abuse, neglect, accident, environment or improper diet (overweight or lack of nutrition). The Buyer agrees that this puppy is not being purchased for resale and shall be maintained and kept under the personal control of the Buyer named in this agreement. The puppy shall be given adequate housing, food, vet care, and shall in no manner be mistreated, neglected, or allowed to roam freely in the outdoors.

This puppy is to be kept as a house pet inside the home and never kept outside. Buyer will keep Seller informed of significant health, temperament, or behavior problems encountered throughout the dog's life. Buyer will provide pictures and updates of dog's progress as reasonably requested. These steps are to make you aware that I am a caring breeder who is willing to back up my pups. It also ensures that I will be notified of any hereditary defects so I can alter my breeding program if necessary. Buyer will notify Seller in writing of an address change or telephone number or email change within two (2) weeks of such a change.

The Buyer understands that these toy breeds can be fragile, and it is their responsibility to prevent injuries due to jumping or falling off furniture or other high places, running, or slipping on tiled floors, or being stepped on while underfoot.

If the Buyer does not follow any condition of this contract, the entire contract shall be void. If this agreement is not followed, then the Seller reserves the right to take possession of said puppy/dog. This is to guarantee that my puppy/dog will NEVER fall into the hands of an unscrupulous breeder or puppy mill.

Both parties agree to resolve any disputes in a friendly and amicable manner, and to avoid litigation. However, should the unfortunate need for litigation be required between the parties hereto concerning the meaning or interpretation of this agreement, or the rights, duties, or obligations of the parties to this agreement shall be interpreted and governed by the laws of the State of West Virginia and jurisdiction and venue to resolve any dispute shall be within the County of Jefferson and City of Charles Town. Disputes which cannot be resolved in a friendly and amicable manner between the parties to this contract must be submitted to mediation in the City of Charles Town, Jefferson County before any lawsuits are filed. If collections for funds would become necessary and or Buyer breaches agreement, Buyer agrees and is responsible for any collection cost, court and /or attorney's fees. Remember, this includes the breeding of this pup. If you intend to breed this dog, please talk to the breeder before signing this contract/healthy guarantee.

This contract contains the entire agreement between the parties and no statements or verbal agreements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be modified or altered except in writing.

Breeder _____ **Date:** _____

Buyer(s): _____ **Date:** _____

Feel free to contact me at any time, for any reason. I will be happy to answer any questions that you may have! I would appreciate and welcome a picture or two once in awhile!! Please feel free to email or message me at any time to talk! I love to hear from the families that love and cherish our pups! We gladly provide phone and email support for the life of our beloved pups!

Fromm Gold Puppy formula in the pink bag was used in weaning your puppy. Fromm can be purchased online and at higher end pet food stores. IT IS NOT AVAILABLE AT PETSMAART OR PETCO!! After one year of age change over to Fromm Gold Adult in the Black or Purple bag. Vitakraft Yogurt drops are used as treats (break them up for the smaller pupas so they don't choke). Please keep food and water available at all times for the first month. Please do not give your pup table scraps or change brands. It has been my experience that they tend to gain unnatural weight when scraps or less expensive store brand foods are fed. My pets have been on Fromm for years and none of my dogs are overweight nor do I have any dogs that are on any medicines (other than worming meds) or have any allergies.

If you change formulas, please keep the fat and protein levels as low as possible. High protein diets are not good for toy breed dogs and pups and cause abnormal bile acid numbers in blood work. A very high-quality canned food or Stella and Chewy dehydrated raw chicken patties or toppers are fed to my pups occasionally if they don't seem to be eating enough. If you notice that your pup is not eating and seems lethargic please call me. If your pup does not eat, he or she may get into a hypoglycemic attack and that is totally preventable! WHITE GUMS is a sign of hypoglycemia you want PINK gums!

I recommend putting a small amount of Karo syrup in your pups' water dish for the first couple of weeks. Karo is the best and fastest thing to use in case of hypoglycemia. If you have a syringe place about 2-3 cc's of Karo in their mouth if you see any signs of hypoglycemia. It gets into the blood stream very quickly. Nutrical is also good and should always be on hand. It is a high calorie food supplement that can be used if your pup is not eating. Nutrical is good for adding calories to your pups' daily diet if needed especially before you head to work (just to be safe).

My veterinarian and I prefer not to use Lepto in our puppy or adult vaccinations/boosters. If surgery is needed, (spay/neuter, dentals etc. we prefer to use Isoflurane or Propofol gas anesthesia as opposed to injectable anesthesia. Injectable anesthesia must be used with great care. Also, please tell your veterinarian to use great care when intubating a Yorkie as to not damage the trachea by using a tube that is too large.

Hypoglycemia

Hypoglycemia is defined as abnormally low blood glucose (sugar) levels. The brain requires sugar for normal function, and unlike many other organs, the brain has a very limited ability to store glucose. Stress, low body temperature, poor nutrition, sudden change in feed, water and schedule patterns, infections, and premature birth may precipitate the onset of hypoglycemia. The signs and symptoms of hypoglycemia are similar regardless of the cause. These include lethargy, weakness, in coordination, seizures, nervousness, tremors and hunger. Some puppies may only exhibit weakness or a wobbly gait. In severe cases the puppy may become unconscious. By giving a quickly absorbed source of sugar (KARO syrup, honey, or jam) by mouth you may be able to control the symptoms. If not treated, it can result in death. Make sure your puppy has food and water at all times.

I use Purina Fortiflora in case of diarrhea. Anytime antibiotics are given to the pup/dog you must replace the beneficial bacterial in the intestines. Forti Flora products are great for that. FortiFlora is a nutritional supplement for dogs and has been formulated to achieve the following characteristics:

- Contains a special strain of probiotic that has been proven to promote intestinal health and balance
- Contains a guaranteed amount of live active cultures
- Promotes a healthy immune system
- Contains high levels of antioxidant Vitamins A, E, and C
- Excellent palatability

How does FortiFlora work?

FortiFlora may help nutritionally manage dogs with diarrhea in many situations, including:

- Stressful situations such as boarding or change in home environment
- Diet change or consumption of inappropriate foods
- Soft stool in puppies
- Antibiotic therapy

Ask your veterinarian how FortiFlora can help your dog's diarrhea.

Presenting

Of Almost Heaven Biewers & Cloverdale Yorkies

Molly Forman
Almost Heaven Biewers & Cloverdale Yorkies

301-514-5013

Thanks so much for giving _____ a forever home where he/
she will be loved and protected! If you have any questions, concerns or
need advice about any aspect of _____'s wellbeing please
never hesitate to call me! I am here for her/him and for you forever!

