

# Shadymist Kennel, LLC

*~From Our Home to Your Hearts~*

## Rehome Pet Agreement

AKC Registered Name:

AKC REGISTRATION#:

Date of Birth:

Microchip#:

The following sale and agreement is made and entered into by and between the following persons and is effective this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Seller:**

Marnie J Harrell

Shadymist Kennel

9635 W Providence Rd

Richmond, VA 23236

marnieharrell@shadymistkennel.com

Seller's Signature:  Marnie J Harrell

Marnie J Harrell

**Buyer(s):**

Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

PH# \_\_\_\_\_

Email: \_\_\_\_\_

Buyer(s) Signature(s): \_\_\_\_\_

Buyer(s) shall give consideration in the form of the purchase price of \$1,000.00, and performance in accordance with the terms and conditions set forth in this agreement. **Please make all payments via CashApp \$SHADYMISTKENNEL.**

Buyer(s) initials: \_\_\_\_\_

Seller shall give consideration in the form of delivering the purchased animal, and performance in accordance with the terms and conditions set forth in this agreement. The Seller hereby accepts a nonrefundable reservation fee of Five Hundred Dollars (\$500.00), which reservation fee shall be given to Seller with the contract agreement, and will be applied toward the purchase price of the dog identified below.

Buyer(s) initials: \_\_\_\_\_

The Seller, upon receipt of the above mentioned Five Hundred Dollar (\$500.00) reservation fee shall acknowledge that the Buyer(s) is purchasing a dog with **limited registration** as defined by the American Kennel Club (“AKC”).

Buyer(s) initials: \_\_\_\_\_

The full purchase price is \$1,000.00, and the balance of \$500.00, is due in full the second day of the dog being in possession by the buyer.

## **SELLER REPRESENTATIONS AND LIMITED WARRANTY**

### **Seller’s Representations**

The Seller represents that:

- (a) The above dog has been examined by a licensed Veterinarian and was found to be in good health; (b) This dog is being sold as a pet and companion animal; (c) The application for registration of this dog is **\*limited\*** as defined by the American Kennel Club (“AKC”) and this dog is not being sold for the purposes of breeding; (d) and **\*Limited Registration\*** means that the dog is registered with the AKC but no litters produced by the dog are eligible for registration. Dogs with limited registration may **not** be entered in breed competition(s) at Dog Shows but may compete in all other AKC events. (e) Buyer(s) understands and agrees that this dog will only be registered under the American Kennel Club (AKC), and no other Pet Registry in the U.S, without prior written consent from Seller.

### **Seller’s Limited Warranty.**

Seller hereby warrants the following:

This dog is current on all required vaccines, recently dewormed, treated with flea preventive and heartworm preventative as of date of transfer and in good health. This dog's hips, elbows, dentition, heart, eyes, or disposition or other breeding consideration may have been deemed undesirable for breeding, or this dog is retired from breeding with no health concerns other than no longer being bred. So it is understood by all parties that this dog is being placed for the sole purpose of being a pet. Seller has provided Buyer with any films and/or information relating to the dog's hips/elbows/heart/eyes if applicable, and has been advised of the current best practices for reducing any damage and discomfort for the dog as he/she ages including keeping the dog's weight within reasonable standards, no excessive high impact jumping, and providing glucosamine, chondroitin, msm, green lipped mussels, and fish oil supplements daily.

***Buyer hereby acknowledges that he/she understands the terms and conditions of the above presented Seller’s Limited (pet) Warranty.***

***\*\*\*All Veterinarian fees and expenses shall be the responsibility of the Buyer(s). Under no circumstances shall Shadymist Kennel be held responsible for any expenses for any dog not in the possession of Shadymist Kennel, LLC.***

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE BUYER(S):**

**The Buyer(s) Agree(s) to the following:**

**Examination.** The purchased dog will be examined by a licensed Veterinarian within 72 hours of taking possession of the dog, and a copy of veterinarian exam shall be provided to Seller, at Seller's request. If the dog is returned due to illness (other than a hereditary defect(s) as stated in Seller's limited warranty, above), a verified letter specifically addressing the purported illness is required from the veterinarian prior to the return. This includes death or illness from any health condition deemed present prior to removal from Shadymist Kennel premises.

**Medical Care and Treatment.** Buyer further agrees, as part of Buyer(s) performance under this agreement, that the purchased animal will be given proper medical care including, but not limited to, vaccinations and annual boosters, regular de-worming, adequate and proper shade, housing in a fenced yard or crate.. Buyer agrees that this dog will never be left chained or tied to a tree, stake, or any other item as this can and often does, result in the animal's death by hanging and/or choking. Buyer agrees to notify Seller of any and all abnormal medical or health related conditions with this dog for the remainder of the dog's life so Seller can maintain an accurate lifetime medical history on all Shadymist offspring.

Buyer(s) initials: \_\_\_\_\_

**Never Sell, Surrender or Rehome.** Buyer(s) agree(s) this dog will never be surrendered to any humane society, animal rescue group or animal shelter. Shadymist Kennel will accept any dog that is unable to be cared for and shall assume ownership of, possession of, and responsibility for any such animal previously purchased from Shadymist Kennel at all times.

*Buyer understands and agrees that Seller maintains Right Of First Refusal for the life of this dog and that this dog will never be sold, transferred or surrendered to anyone or organization for any reason, without PRIOR WRITTEN CONSENT from the Seller. Buyer understands and agrees to pay a \$10,000 penalty should Buyer(s) sell, rehome, or surrender this dog to anyone other than Seller.*

**Costs of All Returns.** Should an animal purchased under this agreement be returned for any reason whatsoever, Buyer(s) accept(s) responsibility for, and shall pay, without recourse against the Seller, any and all transportation expenses, veterinary charges, crate fees, air freight charges, and transport fees to and from the involved airports. Should an exchange animal be agreed upon, Buyer(s) shall be responsible for any and all costs, charges, and/or fees associated with transportation of the exchange animal from Seller to Buyer(s).

**No Purpose Other than Having a Pet.** Buyer(s) agree(s) this dog will not be used for any purposes of research or vivisection and shall not be sold or given to any wholesale establishment, chain store, catalog sales house, pet store or puppy mill. Buyer(s) agree(s) that the animal purchased from Shadymist Kennel, LLC is purchased to be the Buyer's pet and will never be bred.

**Any disputes arising out of or relating to this Agreement shall be litigated solely and exclusively in the Circuit Court of Chesterfield County, Virginia.**

*This Agreement has been read by, and is understood by, the Buyer(s). Buyer(s) accept(s), and agree(s) to, all terms contained in this Agreement and further acknowledges receipt of a copy of this Agreement.*

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(BUYER(s)) SIGNATURE(s)

x Marnie J Harrell  
(SELLER<sup>1</sup>) (Shadymist Kennel / Marnie J Harrell)

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