



Annamaria Maratona
P.O. Box 16452
Phoenix, Arizona 85014
(623) 261-5818

BILL OF SALE & HEALTH GUARANTEE SHOW PROSPECT MALTESE

It should be noted that this Contract defines the responsibilities of the Buyer(s) and the Seller, and that it is written for the sole purpose to ensure the well-being and protection of the Maltese. The Buyer(s) understand(s) that once a deposit is made, it is a commitment by the Buyer(s) to purchase said Maltese, and is therefore non-refundable.

ON THIS DATE, _____ this Contract is made between Annamaria Maratona (Seller), currently residing at _____ telephone number _____ and

THE BUYER(S) _____ currently residing at _____

telephone number (_____) _____ for the ownership of the following SHOW PROSPECT for the purchase price of \$_____ Dollars:

Registered Name _____

Call Name _____ Whelped _____

AKC # _____ Sex _____ Color _____

Sire _____ AKC # _____

Dam _____ AKC # _____

A deposit of \$_____ is hereby made and the cash balance of \$_____ is due Seller before this animal is placed in THE BUYER'S possession. If puppy(ies) or breeding/stud services is/are part of the Contract price, check here _____ and attach, as additional terms of this Contract.

IT IS HEREBY AGREED BY BOTH PARTIES THAT THE FOLLOWING CONDITIONS WILL BE MET AND THAT NO OTHER WARRANTIES OR CONDITIONS ARE EITHER EXPRESSED OR IMPLIED:

SHOW PROSPECTS are adults or pups that go beyond the definition of Pet or Companion dogs. These animals must be purebred, registerable with the AKC, and free of all disqualifying faults at the time of sale, as are listed in the Maltese Breed Standard. This dog is not guaranteed to become a "Champion of

Record," but with proper care on the part of the Buyer, this dog should be the embodiment of the basic type of Maltese dog.

Annamaria Maratona guarantees that this is a purebred Maltese and is in sound health as appears to the eye at the time of sale.

THE BUYER(S) agree(s) that this Maltese will not be used for breeding purposes until it is at least one (1) year old (male), or at least two (2) years old (female). Annamaria Maratona does not guarantee this Maltese to produce a litter of puppies.

THE BUYER(S) agree(s) to pay any and all additional expenses, including shipping expenses, if required.

THE BUYER(S) agree(s) to send pictures of this Maltese at twelve (12) months of age, and agrees to contact Annamaria Maratona prior to sending the pictures with notice and confirmation of address to send the pictures.

THE BUYER(S) agree(s) to show this Maltese in AKC-licensed shows, so long as this animal remains showable and free from disqualifying faults. THE BUYER(S) also agree(s) to occasionally advertise show wins or awards made by this Maltese. The advertisements must be placed in Breed- or Show-related magazines.

THE BUYER(S) agree to register this animal with AKC using a prefix of "Anna's Heavenly" in the AKC registered name.

THE BUYER(S) certify(ies) that (th)he(y) is/are not acting as an agent for another individual in the purchase of this Maltese, and (th)he(y) will not sell this animal, or any of its progeny, to any agent, pet store, puppy mill, kennel, or individual or agent of an individual whose purpose is mass production, wholesaling or retailing of Maltese, i.e., any mass-producing kennel or business.

THE BUYER(S) agree(s) to give first right of refusal to Annamaria Maratona should the Buyer(s) decide to sell this animal. Any new owner must also agree to abide by the terms entered into this Contract.

AT THE OPTION and expense of the Buyer(s), this Maltese may be examined by a licensed veterinarian within seventy-two (72) hours of possession to validate the health guarantee. Should this Maltese be determined to be in ill health, the cause of which is clearly attributable to the Seller, this Maltese may, upon presentation of written diagnosis, be returned for refund of purchase price, or for another Maltese of equal value when available, the choice of which to be determined by Annamaria Maratona.

HEALTH GUARANTEE: Annamaria Maratona guarantees this animal against congenital defects, other than any defects made known to the Buyer at the time of sale, until it reaches twelve (12) months of age. During this time, if this animal should expire and the Buyer(s) wish to request a replacement, Buyer(s) agree(s) to have an autopsy performed at Buyers' expense, by a licensed, practicing veterinarian, and to provide a certified copy of said autopsy to Seller via certified U.S. mail. Should the cause of expiration be confirmed through autopsy to be a congenital defect or to have occurred in the prenatal stage, Seller agrees to apply the full purchase price toward the next available Show Prospect Maltese. No cash refunds will be given. This guarantee does not include loss due to anesthetic, veterinary services, medications, or any self-given treatments whatsoever. Any defects are to be detected before any treatments or services are given. This replacement guarantee will be terminated if the cause of death was determined to be abuse, ingesting a toxic substance, choking on a foreign object, or any condition not confirmed by veterinarian autopsy and analysis that did not stem from a defect in the prenatal stage of the puppy.

This animal may be returned to the Seller at Buyer's expense if the Buyer(s) cannot keep the animal for any reason. Seller will resell the animal and refund the sale price to the Buyer(s), or Buyer(s) may choose a replacement animal. If a replacement animal is desired, Buyer(s) and Seller shall make arrangements for the return of this animal within ten (10) days of receipt of certified letter to the Seller, and a veterinarian certification for return of this animal to Seller. Buyer(s) shall be responsible for taking good and reasonable care of this animal until Seller receives possession. Costs and related expenses of returning this animal to Seller shall be borne by the Buyer(s).

DELIVERY: If delivery is requested by the Buyer(s), it shall be either through Feathers and Fur Van Lines ground transportation, at the Buyer(s)' expense, or through personal delivery by Seller, delivery method to be agreed upon by Buyer(s) and Seller. Seller will personally deliver this animal within a three (3) state radius of Arizona, and Buyer(s) agree(s) to pay estimated traveling expenses to Seller prior to Seller delivering this animal to Buyer(s). Travel expenses are not refundable should Buyer(s) refuse to accept this animal upon Seller's delivery of same to Buyer(s).

THE BUYER(S) agree(s) that this animal will reside at the home of the Buyer(s), have access to a fenced yard, if applicable, will not be chained or tethered, and will be provided with proper housing, a good quality diet, annual shots, and exercise.

THE BUYER(S) hereby release(s) Annamaria Maratona, or any of her partners, business associates or relatives, from any and all liabilities and/or damages by fault of this Maltese after this date of sale. These damages and liabilities include, but are not limited to, destruction of property and physical damage to any person or group of people.

If this Contract is violated, THE BUYER(S) will be charged a penalty of \$500.00 and Annamaria Maratona may take possession of this animal, and is released from any obligations under this Contract. Should it become necessary to enforce any part of this Contract by legal means, appropriate attorney's fees, court costs, and all travel expenses will be the responsibility of THE BUYER(S). This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Arizona, in the county of Maricopa. It is further agreed that the place of venue shall be Maricopa County, Arizona.

I/WE, THE BUYER(S), hereby certify that I/we have read this Contract in full, understand its complete contents, and agree to it fully.

Signed and witnessed, this _____ day of _____, 20_____.

Buyer

Buyer

Annamaria Maratona, or Agent

Witness

Address

City, State, Zip

Telephone Number