

Puppy Sale / Purchase Agreement & Health Guarantee

Buyer, (PRINT): _____ Full Address: _____

Phone: _____ Puppy's Name: _____ Color: _____ Puppy's Date of Birth: _____

Breed: _____ Sex: M / F Date of Transfer (Approximate): _____ Notes: _____

If shipping airport to ship to: _____ Person picking pup up at airport: _____

WHEREAS, Seller wishes to sell and Buyer wishes to buy an animal as more fully described above, and:

WHEREAS, the sale of this animal is subject to certain duties, obligations and warranties, and;

WHEREAS, the Seller takes great care to ensure that each animal sold is healthy and goes to a proper home with sufficient knowledge to ensure the successful transfer of ownership;

THEREFORE IT IS AGREED THAT; the transfer of ownership of this animal shall be governed by this agreement and any incorporated attachments indicated below.

This agreement is supplemented by the following attached agreements which shall be deemed to be incorporated into this agreement as though fully set forth herein:

Health Guarantee

The parties agree that the above referenced animal is sold for the contract price of \$_____. Plus the cost of additional fees such as boarding, shipping, elective surgery, etc... \$_____. Describe each additional item boarding, shipping, elective surgery, etc... : _____ for a total of \$_____.

If the sale of this animal includes a Health Guarantee the terms of that guarantee require strict adherence or the Health Guarantee shall be waived and void. All animals must be kept on Life's Abundance Puppy Food and Nuvet Vitamins for the first year of life unless written permission is granted for a different food. The use of unauthorized food shall be cause to void any Health Guarantee.

Shipping an animal may be available at the Buyer's expense. In the event that an animal needs additional time before shipping Buyer shall be notified of such. The final determination of the shipping date for the animal is made by the Seller and the Seller's DVM (hereinafter DVM), with the health of the puppy being the overriding factor. In the event of a delay in the anticipated shipping date, Seller shall not be liable for any damages direct or indirect that may be caused including, inconvenience or financial loss, and delay shall not be a valid cause for cancellation.

Time is of the essence in the performance of this agreement. This Agreement constitutes the entire agreement between the parties, no evidence of any prior or subsequent agreements shall modify this agreement unless in writing and signed by both parties. If any part of this agreement is found to be unenforceable then the remainder of this agreement shall remain enforceable. The rights and duties of Buyer under this agreement are not assignable or transferable to any other person without the written consent of Seller.

The parties agree that this Agreement is performed in the State where the SELLER resides, and that this Agreement shall be interpreted under the laws of that State, and that any suit to enforce the provisions of this Agreement may only be filed in the courts of the State of, and County of the Seller

. In the event of legal action necessary to enforce the obligations on the Buyer by the Seller the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees and travel fees.

Seller may accept Credit Cards or PayPal as a convenience to Buyer. Buyer agrees that no charge backs or disputes will be filed through a credit card company or PayPal for ANY REASON. In the event of legal action necessary to enforce the obligations on the Buyer by the Seller the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, and travel fees.

The parties agree that this Agreement shall be interpreted as though it was drafted mutually by both parties such that any ambiguity in the agreement shall not be held against either party. The parties agree that they have had ample time to review the agreement & seek counsel should the party desire to do so. The parties agree that the animal is sold as "pet quality" and not "show" or "breeder" quality. All animals sold as pets contain no guarantee as to disposition, conformation, size, color, markings, or breeding ability. A puppy that is sold with full registration is still only "pet quality". Seller/Breeder advises buyer to neuter or spay puppy before adult hood for the health of the pet. If the registration papers for the animal are lost, the Seller may assist Buyer in obtaining new papers at the Buyer's expense. If the animal is ready for delivery and boarding is necessary due to Buyer, Buyer agrees to pay \$75 each week for boarding. Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer decides to return the puppy for any reason, it will be on a surrender basis only with no refund given. If puppy is surrendered to Seller shipping may be available by Seller if Seller so chooses. If puppy must be rehomed Seller/Breeder has first choice to take puppy back. Buyer must not sell animal without written permission from Seller. Deposits are non-refundable. If a deposit is placed for a future/unborn animal and the animal Buyer wanted is not born, or in the event of no puppies born, Buyer's deposit is transferred to the next litter until a puppy is born that the Buyer chooses Seller/Breeder to hold for them. Buyer's deposit holds their place on Seller/Breeder's notification list and is not refundable for any reason. Once Buyer chooses the puppy to place the deposit on the deposit becomes non-refundable.

Buyer- Signature

Date

Seller / Breeder

Date

Seller / Breeder Resides in the State of _____

Seller / Breeder Phone: _____

The Terms of this **Health Guarantee Addendum** are incorporated into the attached Sale / Purchase Agreement as though fully set forth therein. The terms of this agreement are binding upon the parties and strict adherence to the terms is required for the Health Guarantee to be valid. This animal is sold with a first 12 mths of life, (1st) year of life health guarantee against genetic defects. No refunds are given under this guarantee, only a replacement puppy or discount on a future puppy. Within the first year of life, in the event of a finding of a genetic defect which is life threatening or which caused the death of the animal Seller/Breeder will then replace the animal with another animal of equivalent value at no cost to the Buyer.

***Once Buyer takes possession or delivery of the animal the Buyer must have the puppy examined by a licensed DVM within three business days for a general check up and fecal test. Should Buyer's DVM determine the puppy is unfit for any reason or sick within the first 2 weeks of purchase, Buyer agrees to contact Seller/Breeder for consultation immediately while Buyer is still at the DVM office. Buyer agrees to contact Seller before any testing, medicines, or procedures are given to the puppy for any reason within the first two weeks of transfer. Buyer will not be reimbursed in any way for procedures, medical tests, and medicines, so should contact Seller/breeder to discuss the most cost-effective options for buyer. Seller has extensive knowledge regarding these animals. Buyer should contact Seller for consultation before any DVM visit for a sick puppy within the first two weeks of transfer. Guarantee does not cover visits to any 24 hour emergency DVM hospitals which come at a greater cost than standard visits. Buyer will not be reimbursed for any DVM bills based on emergency or non emergency status. All Tests, Films, and Vet Reports must have puppy's microchip number on them typed in the actual vet document and x-ray film and test report, not hand written. Microchip number if applicable will be on the puppy's first shot record.**

Buyer must provide all checkups, immunizations and treatments recommended by a licensed DVM. Buyer must keep receipts and records to verify that Buyer has taken the puppy to a licensed DVM for checkups and all required immunizations. Administration of the leptospirosis vaccine will void any health guarantee unless prior written permission is granted from Seller.

The Buyer understands that owning an animal means frequent visits to a Licensed DVM and understands that Buyer will be responsible for all DVM bills. This guarantee does not cover any costs associated with spaying or neutering, including undescended testes. This guarantee does not cover injury or death from any routine surgical procedure. Temperament issues are not covered under this guarantee. This guarantee does not cover any of the following conditions: Coccidiosis, Hypoglycemia, Kennel Cough, Pneumonia, Ear Mites, Ear Infections, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye or any other non life-threatening eye, skin, or tissue issue, Allergies, over or under bites, Herniations (Inguinal, Perineal, or Diaphragmatic), a non life-threatening open fontanel, non life-threatening bone or joint disorders such as but not limited to luxating patellas, and Heart Murmurs that are not life threatening. Reactions to vaccines or medications is not covered by this guarantee. Guarantee for Parvo and Distemper for 72 hours from transfer; seller does not reimburse for vet bills, Buyer will receive replacement puppy if puppy dies or store credit. Intestinal parasites: Tapeworms/ Hookworms/ Roundworms, and Giardia are guaranteed for only the first week after transfer and only claim for remedy for such condition is reimbursement for the first round of medication as approved by Seller, and the second fecal test up to \$30 total reimbursement. If animal's ears, dew claws, or tail is cropped before transfer to buyer seller/breeder does not refund or replace in the event an additional surgery is needed by buyer's vet to correct a miss-alignment or incorrect crop of any kind. This Health Guarantee covers only life threatening genetic abnormalities / disorders. Life Threatening is defined as "a genetic abnormality / disorder that will eventually cause the early death of the dog with life expectancy of less than 5 years either by the progression of the disease or by recommended euthanasia unless extensive medical care and surgery are preformed beyond the cost of said puppy. Guarantee is for the first year of life only, and all claims must be submitted before puppy's first birthday. In the event that the animal is determined to have a congenital or genetic defect that is life-threatening, a statement from 2 different licensed DVM's of Buyer's choosing confirming such an event and cause is required before any action will be taken by Seller. Seller's DVM must also be given an opportunity to inspect the animal or records* to determine agreement with the Buyer's DVM opinions before any action is taken by Seller. In the event of a genetic defect which requires replacement of the animal buyer may at buyer's option keep the original puppy in addition to the replacement animal under this agreement.

In the event of death of the animal at any time, a necropsy must be performed by a licensed DVM at a lab or University buyer ships the puppy's remains to, not buyer's local DVM, and cause of death must be verified by the University / lab DVM, (buyer shipped the puppy's remains to), to be from a genetic defect to exercise this guarantee, not from a secondary issue such as hypoglycemia from not watching food intake or issues that by themselves are not life threatening, guarantee is for Life Threatening Genetic Disorders only. No replacement or refund will be given for inconclusive results on a necropsy report. (No refund or replacement will be given if necropsy is performed by buyer's local vet; BODY MUST BE SENT TO A LAB SUCH AS A STATE UNIVERSITY AND FINDINGS MUST SHOW PUPPY DIED FROM A GENETIC DISORDER.) Seller's DVM must also be given the opportunity to view the animal or records to determine agreement with Buyer Lab / University's DVM's necropsy findings.

Note for animals purchased at discount rate: If an animal is sold at a discounted price and it has to be replaced by Seller/Breeder due to a life threatening defect not known at time of sale, Buyer must pay the difference if Buyer wants a full priced pup for replacement, or choose a puppy replacement that is of equal price of the discounted puppy if one is available.

In the event of a finding of a genetic defect which is life threatening or which caused the death of the animal and after an offer of a replacement animal the Buyer declines the replacement puppy, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty un this agreement. In the event of the exercise of this guarantee buyer is responsible for all shipping costs or transportation costs at any time. This Health Guarantee is void if the animal has been bred. In the event this guarantee is exercised, the dog's registration papers must be returned to the Seller/Breeder before remedy. You the Buyer agree to take this contract in full to any and all DVM visits so your DVM knows what the seller/breeder recommends and would reimburse the Buyer for. In so doing you protect yourself if your DVM does something that is against our contract and can ask for reimbursement from your DVM if they breach your seller/breeder - buyer contract. I would have the DVM make a copy for his / her files and have them sign your contract so you have proof the DVM read it.

I understand & agree: (*Buyer*) _____ (Seller / Breeder) _____