

## Sales Contract

Please read the health guarantee completely before placing a non- refundable deposit.

*Once you secure a deposit for a puppy, you are agreeing to the terms and conditions within this contract.*

## Health Guarantee

The seller warrants the Dog being adopted, as described on page 1 of this agreement, to be in good health at the time of sale and that the Dog/Puppy has received all necessary, age- appropriate vaccinations and de-wormings.

Buyer shall have the Dog examined by a licensed veterinarian within *72 hours of possession.*

1. Health Guarantee does not include minor health ailments such as colds, allergies, internal or external parasites, umbilical hernias etc.
2. Dog's first month at home can be stressful and difficult. As a puppy is transitioning to a new home great care, preparation, time and attention must be given to a new puppy to avoid ill effects.
3. Seller assumes no responsibility for any medical expenses incurred after the sale.
4. Buyer agrees that the Dog's size, color, coat appearance, shedding, non-allergenic, physical/behavioral trait cannot be under warranty and are unpredictable due to the nature of genetics.
5. Seller gives a Health Warranty against any inherited life threatening disease until Dog turns 12 months of age.

### **Buyer Responsibilities:**

Buyer agrees not to abandon Dog to an animal shelter, Humane Society, Dog pound or pet store.

Health Guarantee is only applicable to the original Buyer stated in this contract. If Dog has changed ownership, been sold or given away, the health guarantee immediately becomes void.

**Buyer agrees to have the dog spayed/neutered and provide the seller with proof of official spay/neuter certificate before 12 months of age.**

Buyer shall be liable to the Seller for any attorney fees, court filing, service fees and any other fee related to enforcement of the spay/neuter clause.

Should the Dog be diagnosed with an inherited life threatening illness, Buyer must:

1. Notify Seller immediately
2. Send Seller official diagnosis & prognosis from a licensed veterinarian within 5 days of diagnosis.

Health Warranty will be terminated immediately should a veterinarian suspect that an injury, poor health management/diet or mistreatment to Dog be the cause or contribute to the animal's condition.

*Health Guarantee will be terminated and voided if all terms & conditions in the entire contract are not met by Buyer.*

After the Buyer has selected their puppy and decides not to take their puppy home or Buyer is unable to keep their puppy at their home, 50% of the purchase price will be refunded. Puppy must be returned at the Buyer's expense. If the puppy is returned after 30 days no money will be refunded.

### **Seller Responsibilities:**

Should the Buyer meet all the above criteria and should a licensed veterinarian diagnose the Dog as having a life threatening hereditary disease before the Dog turns 12 months of age, the Seller will:

Reimburse Buyer's veterinarian expenses up to 100% of the original purchase price of the Dog, minus any shipping/handling fees.

OR

Replace the Dog with one of equivalent and comparable quality from Sellers next available litter.

1. Buyer to pay for any shipping/handling costs incurred for replacement Dog.
2. Buyer to pay Seller difference in purchase price if the replacement Dog chosen is of higher value than original Dog.

Seller reserves right to 2nd opinion by licensed veterinarian.

Upon execution of this contract, all expenses related to the stated Dog, including but not limited to, feeding, training, veterinarian expenses, are the sole exclusive responsibility of the Buyer.

I, as the Buyer of the Dog do hereby declare that I have read and fully understand and agree with all terms, conditions and warranties contained herein. I also understand that under no circumstance shall the Seller be liable to the Buyer for consequential incidental or special damages resulting from or in manner related to the Dog. Additionally, Buyer shall indemnify Seller from any damages or expenses to a third party related to the Dog.

Seller affirms that the Dog described in this Sales Agreement and Guarantee is the Dog delivered to the Buyer. Seller agrees to the terms, conditions and warranties contained herein.