

Health Warranty - Sales Contract

Purchase Price: _____ Shipping: _____
Puppy's Date of Birth: _____ Sex: Female or Male
Dam's Name: _____ Sire's Name: _____
Additional conditions of sale _____

Puppy Buyer's Name: _____
Buyers Address: _____
City: _____ State: _____ ZipCode: _____
Phone numbers Home: _____ Cell: _____

Every effort will be made by (seller) to insure that the puppy is delivered in a healthy and sound condition. Once puppy is shipped or the puppy is picked up, the buyer becomes responsible for said puppy. In order to activate the guarantee as described herein, it will be necessary for the buyer to have an examination by a veterinarian (DVM), at the buyer's expense, within 48 hours of the puppy reaching the buyer's home. No proof is needed to confirm the exam unless the puppy is found to have a heredity defect within the 1st year of the puppy's life.

If the veterinarian finds the puppy/dog not fit for sale because of a life altering defect, buyer has option of keeping the puppy or returning the puppy and getting a refund (excluding additional fees such as shipping and misc. charges the buyer and seller had to pay). All expenses concerning the return of the puppy is not the responsibility of the seller. At no time is the buyer allowed to send back the puppy if an internal or external parasite is found because they can be corrected over a short period of time. There also cannot be a return of the puppy if the following is found: tracheal collapse, open fontanel, hernias, or luxating patella (these conditions aren't life threatening, the pups can still live a fulfilling life with no problems). If buying a dog for breeding, I will guarantee against a collapse tracheal at time of sale. If an open fontanel is found, the buyer would be made aware. If buyer would like to return the puppy because of the problems just listed, they will only be refunded 50% of the purchase price, minus misc. fees. They will also need to pay all delivery costs and understand that the previous costs for delivery will not be refunded either.

If the buyer complies with the veterinarian's examination as set forth, then the seller guarantees the puppy until 1 (one) year of age against any life threatening congenital defects of heart, spine, lungs, kidneys, and liver only (includes hydrocephalus and portosystemic shunt). If the puppy is priced at \$1000 or less, there is ONLY a 90 day guarantee. If the puppy has a life threatening congenital defect, buyer has 12 months to choose a replacement puppy of equal or lesser value of the original puppy (value includes the purchase price of the original puppy and fees that were paid for health testing if there was any). If the buyer picks a puppy with a greater value, they understand that they must pay the difference. Both the seller and buyer will come to the agreement on if the pup will be returned or kept by the new owners. If kept, buyer accept full responsibly and care of the puppy. The buyer will pay for the expense of sending the replacement puppy as well as miscellaneous fees if the dog is returned. In the event of death, an autopsy must be performed, (at the buyer's expense), by a licensed veterinarian of their choice to determine the exact cause of death. The autopsy must then be made within 3 days of the puppy's death. If no autopsy is made within 3 days of the puppy's death, there will be no replacement puppy and buyer forfeits all guarantees and warranties. If buyer doesn't pick a replacement puppy within 12 months from the time the original puppy was proven to have a defect, buyer will forfeit the replacement puppy. If no puppy is produced or available within 12 months then the buyer must pick a puppy on the next available litter. Buyer must choose a

Congrats on your new puppy!!!! Initial HERE! : _____

puppy that is available. If the buyer doesn't like any of the puppies that are available and choose not to get a replacement, then there will be no replacement puppy given.

Buyer understands that the breeder does not guarantee against coat type, coat color, coat length, size, weight, conformation, temperament, reproduction ability, or any trait that has to do with the outside/physical look of the puppy

Breeder does not guarantee against hernias, collapse trachea, any type of parasites or mites, mange, hypoglycemia, luxating patella, and/or any condition that can be corrected over time or through a vet or can be caught/created at any time. These problems aren't reasons to return a puppy if they are proven in the initial puppy examination that is required for this guarantee. If there is any compensation given, it is up to the seller on the amount given.

All breeding males are guaranteed to have BOTH testicles and a good bite at time of sale (or at 8wks of age). If this puppy is a male and isn't old enough to evaluate the bite and testicles, then they will be evaluated when they are old enough. If the bite is not up to par then the buyer has right to switch the deposit to another dog/puppy only.

Copies of Vaccination record will be given to new owners to give to their vet and keep for their records. Buyer must follow their vets Recommendations on future vaccinations, wormings, and overall care concerning the puppy. If at any time the puppy needs to be returned to the seller, copies of the puppy's vet records must be sent to the seller (including any vet care the buyer provided).

Breeder does not guarantee against reactions to any medication or shots. No guarantee is made against Distemper, Adenovirus, Parainfluenza, or Bordetella or the Parvo virus vaccination. Any vaccination or medication given after the dog in question is in their new home is not covered or guaranteed.

This Guarantee is not transferable and is not valid if the puppy/dog is sold to a third party or is advertised for sale within the warranty period. If sold or attempted to be sold within a year, all warranties are voided.

The seller is not responsible for any veterinarian bills the purchaser may incur regarding said puppy.

Seller's sole liability on the above guarantee shall be limited to replacement with a puppy of equal or lesser value. In no event will seller be liable for any expense incurred by the buyer. There are no refunds outside of the first 48 hours.

Other than the guarantee set forth herein, there are no other warranties, expressed or implied. If seller would like to give buyer other options or guarantees concerning the original puppy outside of this contract, seller will send a signed letter through mail or emailed with those options.

The buyer agrees to NEVER sell said puppy to a pet shop, broker, or puppy mill. Puppy must be kept indoors, proper veterinarian care given, and be kept current on vaccinations and routine checkups.

This puppy is being sold with:

No registration _____ AKC (American) registration _____ Other Registration _____

If registration is already present, it will be included in the puppy's information folder. If it is not present, breeder will be responsible to give registration to buyer by 60 days unless proof is

Congrats on your new puppy!!!! Initial HERE! : _____

provided from the registration 'company' that there will be a delay..

Registration present: _____ Registration will be sent: _____

Buyer understands that: This dog may be fully owned by this seller/breeder or co-owned. If co-owned, this dog was bred and whelped in this sellers/breeders home, and the dog/puppy in question was raised by this seller.

Buyer understands that this dog must go to a pet environment, meaning they will be part of the household and not kenneled. Buyer also understands that if at any time they cannot keep said puppy/dog they must place them into a pet home only or return the dog to the seller. If the dog is returned, there will be up to 20% refund of the purchase price (if the dog is healthy). This dog should never go to a shelter, rescue, lab, etc. This puppy/dog should ONLY be placed into another home environment. You agree to do your best to insure they go to a great home. Not following this part of the agreement means breach of contract.

The Provisions Of This Warranty Shall Be Interpreted And Construed In Accordance With Laws And Statues Of The State Of Texas. The Venue For Any Litigation Concerning This Warranty Will Be Limited To Travis County, Texas Under A Non-Jury Proceeding. Buyer understands that any and all litigation concerning the dog in question is limited to Small Claims Court only.

Buyer agrees that all dealings and actions done by both buyer and seller concerning this transaction are between them two. Buyer understands that all information and actions concerning this guarantee and the transaction between both parties concerning this puppy should be kept confidential unless the seller gives written or emailed permission. This is NOT limited to the one year guarantee or to the life span of the puppy/dog in question. Buyer understands that failure to comply with this agreement means that the buyer is in Breach of this contract and will give Travis County, TEXAS small claims court maximum for the breach.

By signing below, Buyer agrees to all above.

Buyer(s)' Signature: _____

Date: _____

Breeder's Signature

(co-owner(s)): _____

Date: _____

Breeders Info: _____