

## Health Guarantee and Contract

BREED \_\_\_\_\_ Sir \_\_\_\_\_ Dam \_\_\_\_\_ Sex:  Male  Female

Registration:  AKC Limited Reg.# \_\_\_\_\_,  None,  Other \_\_\_\_\_, This agreement is made between the original buyer and seller, R Clark and the health guarantee section (Part 1) is non-transferable. Part 2 is transferable to all future owners of this dog. No other conditions are implied other than those outlined here. The dog is believed to be in good health at the time of sale and the buyer has 2 days from the time of purchase to have the dog checked by a licensed veterinarian. We must be notified immediately in writing of any diagnosed problems as set forth below.

### (PART 1)

- Our dogs are guaranteed to be free of PRA ( genetic condition that causes blindness in dogs) for the *life* of dog.
- Our dogs are guaranteed to be free of complications related to hip displacia (lame, falling down or unable to stand up) until the puppy reaches 2 years of age.
- Our dogs are guaranteed to be free of congenital life threatening defects, such as congenital defects of heart, lungs, kidneys, or liver until the puppy reaches one year of age.
- Our dogs have been vaccinated and wormed according to set standards, new owners should be diligent and keep up with the dog's vaccinations to prevent communicable diseases that can be contracted from other animals or from public places. They should also keep to the worming schedules.

Buyer pays for shipping, crate and the veterinarian's health check. When dogs are shipped, they have been examined by a licensed veterinarian and are believed to be in good health. The vet's health report is sent along with the dog. The buyer may at their own expense get a second veterinarian examination. If any congenital defect is found by a licensed veterinarian, the Seller must be notified *in writing*, along with the veterinarian's report and copy of any tests, sent by *certified mail*, mailed within 2 days of the discovery of such a defect. We are not responsible for *communicable* diseases your dog may pick up from public places or other animals after they are in your care beyond the terms set forth above. It is the buyer's responsibility to keep current on all vaccinations to avoid this.

If a dog is *picked up directly (not shipped)* from the seller the buyer may at their own expense have their dog inspected by a licensed veterinarian within 2 days of taking possession. If any congenital defect or disease is found, we are to be notified in writing of the congenital defect or disease in writing, along with the veterinarian's report sent via certified mail, mailed within 2 days of discovery. A defective dog will be replaced with a dog of like value, when one is available and upon the return of a defective dog with all of its papers, after it has been inspected by our veterinarian and the condition is verified. If the buyer wishes to keep the dog with a defect, they may do so, however, we will not be obligated in anyway under the terms set forth in this agreement and the seller's terms set forth under this agreement will end. The buyer will be responsible for all further veterinarian expense.(End of Part 1)

### (PART 2)

The buyer also agrees to the following for the life of the dog, these terms in this section (Part 2) of this contract will apply to all future owners of this dog. If this dog is transfer to a new owner, then a signed copy, signed by the new owner, of this section only (Part 2) of this contract will be sent to the seller.

- The buyer affirms that he/she is not a broker, nor acting on the behalf of another, nor will use the dog for breeding purposes, nor associated with any rescue organization or other such scheme or operation and that the buyer will not engage in defamation, liable, slander or trade liable against the seller.
- The buyer, shall within one year of the puppys life, have him/her spayed or neutered. The dog shall not be bred at all.
- The buyer is responsible for all care including veterinarian care of their dog for the life of the dog. The buyer is also responsible for all training and socialization of the dog and is solely responsible for keeping the dog under control at all times. The buyer understands that the seller has no control or information regarding the future habits, appearance or temperament of the puppy / dog and so does not warrant such.
- The buyer agrees to not breed the dog.
- A fee of \$25 plus all legal costs and collection fees will be applied to all returned checks.
- If at anytime the buyer is unable to keep the dog, the buyer agrees that they will *not* turn the dog over to any rescue organization. They may, at their expense, return the dog along with all papers to the seller, delivered *directly* to the seller. The buyer agrees that they will not be reimbursed in anyway for returning a dog to us and seller will not be obligated in anyway. A maintenance fee will be assessed for the dog's upkeep, until a home is found.
- We retain the right to use pictures and videos for advertising purposes.
- The buyer is bound to the terms within this contract by accepting the puppy.