



# Dog Health Warranty, Purchase Agreement and Spay / Neuter Contract

This contract is between: \_\_\_\_\_ (Hereafter "Seller") and

(Hereafter "Buyer") and is entered on this date:

### Pertaining to:

Puppy Name/Microchip ID:	Birthdate:	Gender:
Sire:	Dam:	Color:

### Seller's Responsibility:

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:
  - A. Age-appropriate immunizations
  - B. Subcutaneous microchip
  - C. Deworming
  - E. Health exam
  
2. The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.
  - A. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.
  - B. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
  - C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
    - i. Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis.
    - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist at the Buyer's expense.
    - iii. Opthamology concerns must be verified by licensed Veterinary ophthalmologists
    - iv. Hip/Elbow must be evaluated in the form of documentation from PennHIP or OFA.
    - v. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
  - D. If a congenital defect is identified within the warranty period, the Seller has the option to provide replacement puppy of equal or lesser value from the next available litter and/or refund original purchaes price.
    - i. Original puppy need not be returned, provided there is proper documentation of congenital issue.
    - ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.
    - iii. Color or gender is not guaranteed
    - iv. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.

- E. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
  - F. This warranty does **not** include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
  - G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
  - H. This warranty is non-transferable.
3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

### **Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of \$ \_\_\_\_\_. This fee does not include shipping. If shipping is required, the Buyer agrees to pay shipping company directly.
2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.
3. The Buyer agrees to have the puppy examined by a licensed veterinarian within **three (3) business days** of taking possession.
  - A. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund.
  - B. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
  - C. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.  
Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment. I recommend bringing a clean towel/blanket with you to be safe
4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home).
  - A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
  - B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
  - C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
  - D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.
5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This includes but is not limited to:
  - A. Housing the puppy indoors
  - B. Feeding only a premium quality, complete food intended for dogs
  - C. Maintaining their puppy at a healthy weight
  - D. Having their puppy seen by a licensed veterinarian for a wellness exam annually
  - E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
  - F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
  - G. Administering heartworm preventative medication (if living in an area of concern)
  - H. Registration of microchip

6. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.
7. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.
8. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for **any** reason. **There will be no cash refund, nor will a replacement puppy be provided. The buyer agrees to return the puppy dog with up to date medical records.**
9. The Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.
10. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

**Spay and Neuter Contract:**

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy at **10 months of age**.
  - A. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches **10 months of age**. \_\_\_\_\_ initials
  - B. If the Seller does not receive this documentation within this time, the warranty will become null and void.
2. It is understood that the puppy is being sold for the purpose of a pet only and puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion pet only. It is being sold as a pet **without** breeding rights.
3. If the buyer is found breeding this animal buyer acknowledges they will owe the seller/breeder a breeding rights fee in the amount of \$10,000. The buyer understands that the seller/breeder will exercise all their rights available to obtain payment in the court of law in the state of seller/breeder residency.

**By signing this contract, I agree to all of the previous terms of the contact and warranty**

First and Last Name:	Phone #
Address:	Email:

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller/Breeder Signature: \_\_\_\_\_

Date: \_\_\_\_\_