



Purchase Agreement and Health Guarantee

Sarah Gourdie
385-439-4369

The seller warrants the dog being adopted to be in good health at the time of sale and that the dog/puppy has received all necessary, age-appropriate vaccinations and deworming.

Buyer shall have the dog examined by a licensed veterinarian within 72 hours of possession. Failure to have the dog examined within 72 hours voids the health guarantee.

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 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 the 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 is unpredictable due to the nature of genetics.
5. Seller gives a health guarantee against any testable inherited life threatening disease until dog turns 24 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, health guarantee immediately becomes void.

Buyer agrees to have dog spayed or neutered before the age of 12 months.

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 a testable inherited life threatening illness, buyer must notify seller immediately. Buyer must send seller official diagnosis and prognosis from a licensed veterinarian within 5 days of diagnosis.

Health guarantee will be terminated immediately should a veterinarian suspect that an injury, poor health management/diet, or mistreatment to the dog be the cause or contribute to the animals condition.

Health guarantee will be terminated and voided if all terms and conditions in entire contract are not met by the buyer.

After the buyer has selected their puppy, if they decide not to take their puppy home or buyer is unable to keep their puppy at their home, no refunds will be given.

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 24 months of age, the seller will:

Reimburse Buyer's veterinarian expenses up to the original purchase price of the dog/puppy, minus any shipping/handling fees

OR

Replace the dog with one of equivalent and comparable quality from sellers next available litter.

Buyer to pay for any shipping/handling costs incurred for replacement dog.

Buyer to pay seller difference in purchase price if the replacement dog chosen is of higher value than the original dog.

Seller reserves the right to a second opinion by a licensed veterinarian. In the case of the dog's death, if the remains of the dog have not been preserved for return to the breeder to obtain a second opinion or confirmation of condition, no refund will be given.

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 matter 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 health guarantee is the dog delivered to the buyer. Seller agrees to the terms, conditions and warranties contained herein.