

# Rose Valley Kennel

## Purchase Contract & Health Guarantee

Date: \_\_\_\_\_ Payment Amount: \$ \_\_\_\_\_

Puppy's Kennel Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Breed: \_\_\_\_\_ Dam: \_\_\_\_\_ Sire: \_\_\_\_\_

Gender: \_\_\_\_\_ Coat Color: \_\_\_\_\_

*Congratulations on the purchase of your new puppy! We want your transition into puppy ownership to go as smoothly as possible and for your puppy to give you much happiness throughout your journey together. In order to accomplish this, we have prepared this Purchase Contract to help you in the care of your new puppy and to serve as your Health Guarantee. Please read the following statements carefully below:*

Buyers are required to sign a Spay/Neuter Contract at the time of purchase and before the puppy leaves the Seller's care. Puppy/Dog may not be bred (intentionally or accidentally) or shown in conformation events. Puppies must be spayed/neutered before six months of age. Failure to uphold Spay/Neuter Contract will result in any and all guarantees becoming null and void. Spay/Neuter Contract automatically goes into effect once puppy is received by Buyer, absolutely no exceptions.

We feed our puppies Diamond Naturals Large Breed Lamb & Rice Puppy Formula. It contains no wheat, corn, or soy and is formulated specifically for the growth of large breed puppies. Puppies have access to both food and water at all times. This food can be fed for up to eighteen (18) months and then we recommend Diamond Naturals Large Breed Lamb & Rice Formula for adults. Please feed the recommended puppy food for at least the next week. Then gradually add some of the puppy food of your choice if you wish to change the food over the next few weeks. Sudden changes in diet may cause health issues and will void this guarantee.

At the time of purchase, all puppies will have been checked out by a veterinarian, be up to date on de-worming, and all appropriate vaccinations for the puppy's age have been given and a record of this vaccination history will be supplied to the Buyer. It is the Buyer's responsibility to furnish a copy of these records to their veterinarian. Under no circumstances should the puppy's vaccination schedule or health regime be changed without consulting the Seller prior to implementing any modification within the first month of ownership. This also includes preventative care for puppies less than sixteen (16) weeks of age.

The Buyer agrees to maintain the puppy's health in good condition and to provide yearly examinations, vaccinations, heartworm tests, and any other usual procedures necessary to assure good health. There are many factors that can influence growth and development such as diet, exercise, and training. The Seller has done everything possible to produce healthy sound dogs by raising puppies in the best way possible in regards to feeding, exercise, socialization, and veterinary care. The Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise, and feeding schedule as supplied by the Seller.

I, the Buyer understand that the Seller cannot guarantee the future health of any puppy/dog they sell. However, the Seller will guarantee said puppy to be in good health at the time of final purchase. This is a forty-eight (48) hour guarantee. If a health problem is suspected, Buyer must take the puppy to a licensed Veterinarian within forty-eight (48) hours of leaving the Seller's care at the Buyer's expense for this guarantee to remain valid. This veterinary visit and any additional veterinary care is solely the responsibility of the Buyer. Any vaccinations or medications given during this forty-eight (48) hour period will null and void this Health Guarantee. Any accidents that may occur or anything that the puppy ingests after leaving the care of the Seller is the sole responsibility of the Buyer's and any costs incurred or actions taken are the Buyer's responsibility. If the Buyer chooses not to take the puppy to a licensed Veterinarian within (48) hours of leaving the Seller's care the Buyer is agreeing that the puppy is in good health with no prior health problems and the Limited Genetic Health Guarantee will automatically be valid.

Each puppy comes with a Limited Genetic Health Guarantee against death caused by genetic defects of the heart, liver, kidneys, or lungs for one (1) year from date of purchase. Buyer must contact Seller within twenty-four (24) hours of the exam if any problems have been found. After the twenty-four (24) hours pass, Seller is not responsible for this puppy in any way. Buyer understands that the Seller will not be responsible for any veterinarian fees what-so-ever, and any expenditure the Buyer might incur will be their choice and responsibility. Within the twenty-four (24) hour period Buyer must provide Seller with written certificates/reports from Buyer's Veterinarian stating each diagnosis and the exact genetic defect/problem found. Seller may request a separate/second Veterinarian diagnosis and report. Seller's Veterinarian will examine/verify all reports and diagnosis of any problems or defects and it is left up to the discretion of the Seller if a replacement puppy of the same gender and breed from the next available litter will be given. Buyer will not have the option of choosing which puppy from the next available litter will be the replacement; that is left to the discretion of the Seller. Seller will not refund monetary funds for any reason what-so-ever. If a replacement puppy is to be given then the original puppy must be returned to the Seller within five (5) days of said decision. All traveling costs and costs incurred to return/acquire the puppy to/from the Seller are solely the Buyer's responsibility.

I, the Buyer understand that in the event of death within one (1) year from the date of purchase, the Buyer's licensed Veterinarian must provide the Seller with a written certificate stating the exact cause of death as verified by a necropsy report with no exceptions. Seller's Veterinarian will review the certificate and report; if in agreement as to the presence of a proven genetic defect as listed above, or that a puppy's death was caused by a proven genetic defect as listed above and not due to neglect, accidents, improper care, or sickness under the Buyer's care Seller will determine if a replacement puppy of the same gender and breed from the next available litter will be possible. Seller does not refund monetary funds for any reason what-so-ever and Buyer will be responsible for any Veterinarian expenses and any expenses to have a replacement puppy sent to/picked up by the Buyer.

I, the Buyer understand that the Seller also does not guarantee size, coat, color/markings, un-descended testicle, under bite/overbite, umbilical hernia, retained puppy teeth, or any cosmetic "flaw" once the puppy has left the Seller's premises. Also, the Seller does not warrant against hypoglycemia, coccidiosis, giardia, ear mites, external/internal parasites, Parvovirus (Parvo), or any kind of bacteria and/or viruses after said puppy leaves Seller's care. Buyer also understands that vaccination for these diseases does not guarantee that the puppy will not contract a disease at any point in its life. Keep the puppy away from any unhealthy pets or areas that (may) have been infected; especially before all vaccinations have been received. This includes high traffic areas such as parks, rest stops/areas, Petsmart/pet supply stores, etc. If the puppy has sustained health problems resulting from injury, mistreatment, or neglect after leaving the Seller, the Seller will not assume responsibility for these problems. If abuse or neglect is found to be the case, the puppy will be returned to the Seller at the Buyer's expense within five (5) days of written request with no exceptions. Buyer agrees to never surrender this puppy to any animal shelter, rescue/humane society, sell for profit, or "dump" and to first contact the Seller before placing the puppy for adoption. Seller reserves the right to take the puppy back with no monetary value or assist in finding a new home if the Buyer is no longer able to care for or provide for said puppy.

Both parties understand that all sales are final and all payments are final and nonrefundable. All payments including shipping costs if applicable are to be paid at least fourteen (14) days prior to pickup/delivery of puppy unless otherwise stated in writing by the Seller. All payments must be paid IN FULL and payments cleared before the puppy will leave Seller's care. Failure to pay for the puppy within these guidelines may cause Buyer to forfeit payments already made as well as the puppy itself. Any stopped payments, bad checks, or insufficient funds will result in forfeiture of monies already paid plus loss of the puppy and Seller will prosecute Buyer to the furthest extend of the Law as governed by the state of Missouri. All legal fees, collection fees, and/or any other fees which could incur to enforce this contract will be the sole responsibility of the Buyer. The Seller reserves the right to use any collection method available to collect unpaid fees.

This written agreement is a binding contract entered into the State of Missouri and is the entire agreement between the Buyer and Seller. This guarantee is extended to the original Buyer and Seller only; it is not transferable to any other party. This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, between the parties. This agreement may not be changed orally but only by an agreement in writing signed by both parties and stated to be an amendment hereto. Seller also reserves the right to terminate this contract at any time prior to delivery/pickup of puppy for any reason. Any disputes will be handled in Ray County, Missouri at the expense of the Buyer.

By signing this contract below both parties acknowledge that they have read, understand, and agree with the terms of this contract as stated above in all entirety. Both Seller and Buyer state that they are of sound mind and are entering into this contract of their own free will at the time of signing. Both parties will receive a copy of this contract upon signing. Purchase Contract is effective immediately upon receiving said puppy, Health Guarantee is not valid unless both Buyer and Seller have signed and dated below.

Buyer's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Seller Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

*Rose Valley Kennel*

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