

Bald Mountain Dachshunds of Maine

Pet canine Purchase and Sales agreement and Health Guarantee

The following agreement, hereinafter referred to as this "Agreement" is made between Bald Mountain Dachshunds of Maine License # F1802 hereinafter referred to as "Seller" and

(Name, Address, Phone) hereinafter referred to as "Buyer". In

consideration for the payment of the non-refundable deposit of \$ _____

which has been previously paid by Buyer to Seller and the remaining balance of

\$ _____ which constitutes the purchase price of said canine listed below, Seller transfers to Buyer as of date and time specified below (Hereinafter referred to as the "Date of transfer") all title, rights, privileges and responsibilities associated with the ownership of said canine described below (Hereinafter referred to as "Canine").

_____ (initials) Buyer shall indemnify and hold seller harmless from injury to anyone or damage to any property which may be caused directly or indirectly by the canine after the date of transfer.

Canine described as a,

Breed: _____ D.O.B : _____

Sex: _____ Color: _____

Pattern: _____ Hair: _____

Sire: _____ Dam: _____

Microchip number or Collar number: _____

Buyer agrees the canine described above is being sold as a companion animal and no registration of any kind is being provided to Buyer _____ (initials)

Buyer agrees vaccination record, deworming record, Health record and Veterinarian record have been provided _____ (initials)

Buyer agrees if they need to return the puppy for any reason no refund will be given unless covered in Health Guarantee. If Bald Mountain Dachshunds is able to rehome the puppy and a fee is paid to Bald Mountain Dachshunds by new Buyer the fee will be given to original Buyer minus \$50 a week boarding fee and any and all Veterinarian bills puppy needs while in Bald Mountain Dachshunds care. _____(initials)

Health Guarantee

This canine is guaranteed to be in good health and sound temperament on the Date of transfer. Buyer shall have the canine examined by a Licensed Veterinarian within 10 days of the Date of Transfer. If the Licensed Veterinarian states in writing that the animal has a health problem that existed in the Canine at the date of transfer or if, within one year after the Date of Transfer of the Canine by the buyer, a Licensed Veterinarian states in writing that due to a Life threatening hereditary or congenital defect (described below) the Canine has died or has a condition that will shorten it's life the canine is considered to have been unfit for sale at the Date of Transfer. Buyer must notify Seller within two business days after receipt of written statement from a Licensed Veterinarian indicating that the canine is unfit due to a health problem.

The Buyer has the option to:

1. Exchange of the Canine for a Canine of the buyer's choice of equivalent value when a replacement is available.
2. Return of animal to the seller for a refund of full purchase price.
3. Retainment of the animal and reimbursement for ½ of the reasonable veterinary fees not to exceed ½ of the original price of animal.

The following Additional Conditions Apply:

While Seller has made every effort to prevent these defects or diseases from developing in the Canine, no one can guarantee that they will not. Seller reserves the right to have Canine examined by a Licensed Veterinarian of Sellers choice, to confirm the diagnosis at the Sellers expense. If Sellers Licensed Veterinarian disagrees that the canine suffers from a genetic defect the party shall agree on a neutral third Licensed Veterinarian, whose decision shall be binding. In the unfortunate event that the Canine develops any of the aforementioned defects or disease, and upon receipt of written proof of diagnosis by a Licensed Veterinarian, as described above, Buyer shall be entitled to a replacement Canine from the next available litter of the same quality. All transportation costs of said Canine or replacement Canine are the responsibility of the Buyer.

If there is a Heart Defect of grade 3 or above heart murmur confirmed by echocardiogram, the diagnosis must be confirmed by a letter to Breeder or Breeders Veterinarian from a Board Certified Cardiologist stating that in his/her opinion this condition is congenital. If there is an Eye Defect the diagnosis must be confirmed by a letter to Breeder or Breeders Veterinarian from a Board Certified Ophthalmologist stating that in his/her opinion this condition is congenital. In the rare event of a confirmed Genetic Defect before the puppy is 1 year old, as listed above, the Buyer can return the dog to the Breeder for a refund or the full purchase price of the Canine or a replacement Canine or refund of half the purchase. price if retaining the

Canine. Transportation, Veterinarian and Medical care, including all testing and its associated costs are the sole and exclusive responsibility of the Buyer.

This warranty does not cover accidents or issues that are not life threatening, such as intestinal parasites (I.E Coccidiosis, Giardia, Tapeworms, Hookworms Roundworms, Kennel Cough, Skin and Ear bites, Allergies, Viral illnesses, Infections, Bites and umbilical hernia, Fungal infections, Hypoglycemia. any illness due to ingestion of foreign objects, chemicals or food, physical injury, excessive weight or intense exercise (e.g., jogging, treadmill, stairs, agility training, etc. Or any disease/parasites/virus your puppy has contracted where point of exposure is impossible to determine. This health guarantee is granted to the original Buyer only and is not transferable to anyone else.

No Guarantees in regard to size, color, coat, shedding or temperament.

Buyer must show proof from a Licensed Veterinarian that the Canine is clear of Lyme disease, by Heartworm testing, or this guarantee is null and void. This is due to the fact that Lyme disease can cause irreversible structural damage, joint damage and organ damage to your dog.

In any case, Seller's liability will never exceed the purchase price of the Canine, for any reason whatsoever.

Buyer's Agreement

Buyer agrees to provide updates when requested by Seller to include photo updates, Vet records and any and all information that Seller may request regarding Canine. Failure to do so will result in the sales contract to be null and void and Buyer is required to return the above described Canine to Seller.

Buyer agrees to maintain this Canine in good health; provide routine preventative health care including, but not limited to, inoculation, internal and external parasites elimination and preventative medication; provide safe living environment and healthy diet. Maintain Canine's Coat. Veterinary records must be provided to the Seller if requesting refund. If any of the above preventive care has not been provided, this Health Guarantee will be void.

The Buyer agrees not to resell or otherwise dispose of the Canine without first offering the Canine back to Seller. Seller agrees to assist Buyer in finding an appropriate home for the canine.

Buyer agrees to not Breed Canine for **any reason**. Buyer agrees to not have an intact Canine of opposite sex in home till Canine has been spayed/neutered. If a intact Canine is found to be living in the home of the opposite sex Buyer agrees to return Canine to Seller immediately. The Buyer agrees not to have Canine in any area where intact Canines may be till after Canine has been spayed/neutered. The Buyer will spay/neuter Canine at age of 1 year or at advice of their Licensed Veterinarian. If Veterinarian recommends going longer than one year for spay/neuter Buyer must provide Seller with written notice from a Licensed Veterinarian. Buyer Must show

proof of spay/neuter certificate, with a letterhead from a Licensed Veterinarian to fulfill their end of the contract. If Buyer cannot provide proof of spay/neuter to Seller from Licensed Veterinarian at age of 1 year or Canine has been bred, the health guarantee and sales contract is null and void and Buyer is required to return the above described Canine and any offspring to the Seller Bald Mountain Dachshunds immediately. If Buyer has bred the dog leading to offspring the Buyer agrees to reimburse the Seller Bald Mountain Dachshunds \$5,000.00 per litter plus a fee of \$2500.00 per puppy.

All the above conditions (four pages) are considered binding on all parties and constitute the agreement made between Buyer and Seller. Any of these terms set forth here may not be changed except by mutual written agreement of all parties involved. The Buyer acknowledged that they have read this document in its entirety and understands each and every term on all four pages and agrees to be bound here by. In the event that any lawsuit or action included but not limited to arbitration is instituted under or in relation to this agreement, including without limitation to enforce or interpret any provision or term in this agreement. The Buyer shall be entitled to cover the Sellers attorney fees, filing fees and any and all cost and expenses, including without limitation all attorney fees, costs and expenses of appeals this contract is subject to the laws of the state of Maine.

Full and Final Agreement

Seller's Signature

Date/Time

Buyer's Signature

Date/Time

