

Yorkies Bizarre Puppy Contract

This document constitutes a legally binding agreement between Yorkies Bizarre, otherwise known as the seller, and the buyer who is purchasing a puppy.

Buyer agrees to provide adequate food, shelter, and care for the puppy for its entire lifetime. The buyer also understands that routine care and veterinary care will be costly and is able to meet these requirements. Seller is not responsible for veterinary care and expenses that may arise once the dog leaves the custody of the seller.

To the best of the seller's knowledge, this puppy was in good health and free from any symptoms of contagious or infectious disease at the time of sale. The puppy was vet checked by the seller's veterinarian before sale and a medical exam invoice was obtained from a licensed veterinarian.

The buyer agrees that he/she is not acting as or is part of any representative in the purchase of this puppy and that the buyer will not sell the puppy or any of its offspring to any representative, laboratory, animal broker or pet store. These are family pets, not breeding dogs. Puppies are sold with limited registration unless discussed prior to sale.

Sellers cannot, in any way, guarantee size, color, ear set or coat type at maturity. The seller does not guarantee the puppy to show. Seller is bound only to the original buyer. No warranties, either expressed or implied, are made under this contract except as stated above. Our dogs breed/ancestry is determined by numerous reputable kennel clubs registry certification as well as through verifiable generational traced pedigrees. We do not use dna breed identification to determine breed or ancestry in our breeding program. Buyer agrees to all terms, conditions and guarantees simply by the act of accepting the puppy, even if the contract is not signed or returned. The deposit is a promise to pay the buyer to buy the puppy named above and a promise by the seller to hold the puppy until it is old enough to be sent. The deposit is **NON-REFUNDABLE** even if the buyer changes their mind.

In the event that any dispute shall occur between parties arising out of or resulting from the construction, interpretation, enforcement or any other aspect of the agreement; the parties shall hereby agree to settle all disputes through mediation/arbitration.

If any legal action were to be necessary regarding this agreement or the puppy it refers to, by either the buyer or the seller, all such actions must be made and completed in the town and state in which the seller resides.

All matters between the buyer, Yorkies Bizarre and all other entities will be handled privately and not through third parties. **If the buyer uses social media, up to and including Facebook, Twitter, Instagram etc..., in any defamatory way, any and all agreements or warranties will automatically become null and void.**

Puppy Health Guarantee and Bill of Sale

The seller agrees to sell, and does sell, and has on the date below delivered to the buyer a dog described as follows.

Breed _____ Date of Birth _____ Sex ____ Color _____

Litter Registration Number

Sire _____

Registration # _____

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Dam _____

Registration # _____

The parties hereto agree the dog is of sound body and health, and free of communicable disease as far as observable.

Buyer _____

Address _____ City/State/Zip _____

Phone _____ Email _____

Price _____ Terms _____

Date Sold _____ P/U Date _____ Papers Furnished _____

Limited/Restricted breeding rights YES NO

We offer various pricing options depending on what new families are looking for.

OPTION A. \$_____ - includes breeding rights, registration paperwork, pedigree, UTD vaccinations/deworming, health exam by licensed vet, microchip and one year warranty.

OPTION B. \$_____ - includes breeding rights, registration paperwork, pedigree, UTD vaccinations/deworming, health exam by licensed vet and microchip.

OPTION C. \$_____ - pet/companion includes UTD vaccinations/deworming, health exam by licensed vet and microchip.

Our parents are genetically health screened with UC DAVIS Veterinary Genetics Laboratory. Puppies come with 2 sets of vaccinations, dewormed and health exam by our vet prior to leaving with their new families. We do include a gift bag with food, puppy pads, toys, blanket and bed to help the transition to their new homes.

If you choose to purchase your puppy with a warranty the seller guarantees the puppy for 1 (ONE) year from the date of birth against life threatening congenital or hereditary defects. This only applies if the puppy has been purchased with a warranty. If the puppy has a life threatening congenital or hereditary defect which has been diagnosed or examined by two unassociated veterinarians to seriously impact the quality of life or warrant euthanasia; the seller will provide the buyer with a new puppy with similar traits upon availability. In this circumstance the buyer must return the puppy to the seller. The seller is not responsible for miscellaneous problems which can be preventable such as hypoglycemia, coccidiosis, giardia, parasites, types of bacterial infections, and certain disorders that may be caused by environmental factors such as allergies, thyroid dysfunction, mange, and other autoimmune disorders. Hernia repairs and cherry eyes do not warrant return of monies as they are not life threatening.

Buyer has been advised of the following medical conditions of the dog and medications that the dog is taking if any _____. NO GUARANTEE is given on the following: against PARVO or CORONA viruses, immunities vary with each dog. Nor any veterinarian bills made by the buyer. NO GUARANTEE is given on female dogs being able to produce litters or male dogs having both testicles when mature. NO GUARANTEE for show potential or slip-joints. We do not guarantee a dog that develops hypoglycemia, retained baby teeth, hernias, or loose knees (patella). NO GUARANTEES against hip dysplasia, Legg-Perthes, thickness of coat or any and all parasites or mites. Hernias are common and are not life threatening or disabling and are not covered under this warranty.

If purchased with a warranty the purchaser MUST have a **physical exam** by a licensed veterinarian within 72 hours of taking possession to validate this guarantee. Upon doing this the puppy would be replaced with the next available dog of the same value. If the dog originally purchased was shipped and has to be replaced, then the purchaser will assume all shipping costs. If the purchaser chooses not to return the dog, then he or she is accepting the dog "as is" and this guarantee is null & void. If a dog dies before 1 year of age of congenital defects the dog will be replaced with the next available dog of the same value if the following conditions are met (1.) An autopsy must be done by a licensed pathologist in order to state the cause of death as being a birth defect (2.) This autopsy report must include proof of identification of the dog by stating the microchip number listed above or a photo of the dog signed by the pathologist if the dog does not have a microchip. (3.) The registration papers must be returned within 30 days of the dog's death. If an autopsy is not performed, then this guarantee is no longer valid and the dog will not be replaced. Under no circumstances will any cash be refunded. If the purchaser chooses to resell this dog, then this guarantee is not valid for the next owner. The purchaser is at least 18 years of age and of sound mind and fully understands the terms of this contract. When the puppy becomes 1 year old this guarantee is ends. All of our puppies are current on vaccinations at the time of purchase. However, if your vet does not recognize our vaccination record and you choose to allow the puppy to be re-vaccinated/over-vaccinated without allowing 2-3 weeks to pass in between the last date of our vaccination that was given

the warranty becomes null and void. **Your vet does not need to vaccinate the puppy in order to perform the initial 72 hour physical health exam upon taking possession to validate this guarantee.**

We take pride in our puppies and hope to build a relationship with you so we can see them as they grow up. We love picture updates and appreciate you taking the time to send them to us. They mean a lot to us since we spend a lot of time with these babies before they reach you. We at Yorkies Bizarre pride ourselves on our reputation and good, honest transactions.

Initial please: Option A ____ Option B____ Option C____

Seller (Print) _____

Seller (Signature) _____

Date _____

Initial please: Option A ____ Option B____ Option C____

Buyer (Print) _____

Buyer (Signature) _____

Date _____