

Kiowa Creek Goldens
Health Warranty Contract

Buyers Name: _____
Address: _____
Email: _____
Phone: _____
Date Whelped: _____ Purchase Price (including deposit) : _____ Sex: _____
Color/Markings: _____
Dam: _____ Sire: _____

This puppy is being sold with Full ____ Limited X AKC registration. (Limited registration means breeding/show rights are not included)

The BREEDER; Kiowa Creek Goldens, provides a 4-day money back health guarantee on a purchased puppy. The BREEDER does not assume liability for any injury after BUYER takes possession of puppy. The BREEDER does not assume liability for any contagious diseases or air borne illnesses diagnosed beyond 4 days after the BUYER takes possession. Most have an incubation period of 3+ days and can be contacted immediately after leaving BREEDERS' home.

The **BUYER** agrees to have the puppy examined by a veterinarian within 72 hours after receiving puppy excluding Sunday and holidays. If the puppy is found to be a poor health risk by the BUYER'S veterinarian; the puppy shall be returned to the BREEDER and the BUYER will receive a full refund of the purchase price. The BREEDER will not refund exam or diagnostic fees. The BUYER must contact the BREEDER immediately and return the puppy within 48 hours of the exam. The BUYER must provide a dated written statement from their veterinarian along with documentation of any tests performed and their results. Failure to have puppy examined as stated above constitutes an "as is" sale and voids this warranty.

If the BUYER would decide that they are unwilling, or feel unable, to return a puppy that is a poor health risk, as stated above for a full refund; the BUYER acknowledges that risks are involved, and therefore accepts full responsibility and understands that the BREEDER is under no further obligation.

- BUYER agrees to take their puppy to a veterinarian within 4 days of receiving their puppy; for examination, testing for parasites, and to schedule ongoing immunizations, as recommended.
- BUYER acknowledges that intestinal parasites are common in puppies, as they are a part of their early development. BREEDER has made every effort to prevent parasites. Often the stress a new home can cause intestinal parasites to emerge. BUYER agrees to have a fecal test done to check for parasites and will follow any treatment advice their veterinarian recommends, should any be found.
- BUYER acknowledges that the puppy has received their 1st 5-way vaccination which includes the Adenovirus Type 1 (Hepatitis), Adenovirus Type 2 (respiratory disease) & Parainfluenza. Buyer agrees to keep the puppy away from all public places (including the floor at the vets) until they are fully vaccinated at 16 weeks of age.

Congenital abnormalities are covered until 1 year of age. Should a veterinarian discover a serious unforeseen debilitating congenital abnormality that is affecting the animal's quality of life, the BREEDER will offer BUYER either a replacement puppy (when available) OR a 50% cash refund of the purchase price. A conclusive diagnosis is required, and any expenses for exams, diagnostic tests, and treatments are the financial responsibility of the BUYER.

In the rare case of an unexpected, unexplainable death during the Warranty period, the BREEDER will refund 100% of puppy price as well as 50% of necropsy cost, IF the death is due to a congenital abnormality.

The 1-year Warranty covers **debilitating congenital abnormalities** and does **not** cover illnesses or disorders that are or could have been acquired from infection or from environmental factors. Including, but not limited to; allergies, immune levels, regular colitis, bloat or mange. Mild heart murmurs without heart disease or signs of progression are NOT covered. Bad bites, umbilical hernias, and un-descended testicles are NOT covered.

General Agreements

- For any reimbursements BUYER agrees to provide: #1. An itemized invoice. #2. A written examination from a veterinarian stating the defect along with the release of medical files containing the tests and results. #3. Documentation that the Original Exam was conducted by the BUYER within the agreed 4 days after taking possession of the puppy and that BUYER has provided the puppy with routine preventative care and vaccinations.
- The BREEDER has the right to base any medical reimbursements on our local Strasburg Vet Clinic's fees.
- Buyer agrees to ensure the puppy's good health by taking good care of the puppy and providing appropriate **premium** food, housing, and medical care. As a responsible puppy owner, BUYER must provide puppy with routine preventative care and vaccinations, as well as an annual physical examination by a licensed veterinarian.
- In the event the BUYER feels they are unable to care for this dog, the BUYER must contact the BREEDER. The BREEDER will have the first choice to take the PUPPY back or offer help in finding a suitable home.
- Buyer agrees to indemnify and hold harmless Kiowa Creek Goldens, the Copelands and their estates, from any and all loss, damage, and expense, and from any and all claims, presentation or demand from any person whomever, including Buyer, arising out of the prior or present care, breeding, training, mortality, capacity and health of said puppy.
- In the event of any litigation in connection with this contract, both the BREEDER and the BUYER shall each be responsible for their own attorney's fees and costs. The venue and jurisdiction for litigation shall lie exclusively in Adams County, Colorado. In the event the Buyer prevails in litigation, it is agreed that the total awarded value shall not exceed the value of the original purchase price, less any reimbursements already made by the BREEDER to the BUYER.

I hereby acknowledge that I have read, understand, and agree to the terms of this document.

BUYER: _____ Date _____

BREEDER: _____ Date _____

Breeder: Madison Copeland
Kiowa Creek Goldens

Phone: (419) 410-1470