

Yorkies of Western Michigan One-Year Health Guarantee

Purchase Agreement and Spay/Neuter Contract

Please sign, date, and return this document **before** placing a non-refundable hold fee. No dog is considered sold/reserved until I receive a signed purchase agreement along with a non-refundable hold fee. Upon receipt of your hold fee, the puppy that you have chosen will be taken off the market and will be held for you until the dog is ready for its new home. Seller will accept Cash, Cashier's Check, Western Union, Money order. I will accept a deposit with PayPal, (littlegails@att.net)(PayPal fee if applicable) Paypal payment must be sent as money to friends or family, not for goods or services, (no checks). This guarantee applies ONLY to the original OWNER. And (Seller) **Gail McKay** of Yorkies of Western Michigan who agrees to sell a puppy to: BUYER: _____, under the following terms and conditions:

I reserve the right to cancel the sale of any Yorkie puppy at any time up until the time of transfer of the puppy for any reason I feel is appropriate.

Purchase Price	Hold fee amount: \$500.00	Date:
Balance due:	DOB:	Sex of Puppy:
Dam:	Sire:	Puppy's Name:
<input type="checkbox"/> PAID IN FULL		<input type="checkbox"/> Payment Schedule Final Payment must be by 12 weeks old
<input checked="" type="checkbox"/> Limited AKC (pet only) No Breeding Rights		<input type="checkbox"/> Full AKC
Anticipated Estimated Delivery <input type="checkbox"/> or pickup <input type="checkbox"/> date: --		In-flight delivery: <input type="checkbox"/> Cost of airfare, delivery fee of \$350 + airline in cabin pet charge \$150.

I believe a dog is a special member of the family and that buying a new puppy is a commitment that should not be taken lightly. When you bring a pet into your family, you and your family members are agreeing to the responsibility of caring for that dog for the rest of his/her life. Therefore your deposit and purchase are non-refundable. Our obligation is to place our puppies in loving, happy, forever homes where they will receive the same love and care they received while in our home. If at any point you have adjustment issues, potty training social, behavioral, temperament, health, or other I will be more than happy to assist you and your dog with any questions or concerns that may arise. Please do not hesitate to contact me by phone. **Cell: (734) 748-7675 e-mail Yorkiesofwesternmi@gmail.com**. Thank you for purchasing your new dog from Yorkies of Western Michigan.

Hold fees /Refunds: Hold fees will be taken on a first-come, first-serve basis. To reserve a puppy, an Initial Hold fee of \$500 is required. There shall be **NO REFUNDS** of the holding fee to reserve your Puppy including payments, purchase price, shipping cost, or any other costs. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the puppy to another Buyer. Retention of the Hold fee or any other payments is meant to compensate Seller for loss of other opportunities to find a suitable home, loss of income, and extra expenses. This holding fee signifies the intent on the part of the Buyer to follow through with the purchase of this puppy. By signing this agreement you agree to the terms and agree to complete the purchase in the agreed-upon amount. **Buyer Initial:** _____

Communication: Is our #1 priority to make a lifelong breeder bond with our new adoptive families. If at any time you have an issue or a miscommunication please never, hesitate to contact me especially by phone which the easiest way to clear up any issue(s) that may arise with the purchase of your puppy. Our

goal is to connect you with a puppy that can be part of your family for years to come. Once a holding fee is received, photographs and other media will be sent so that buyers can begin to establish a relationship with the new puppy as soon as possible. I only approve families that have demonstrated to me they are ready for a long-term commitment and with this, I take a very personal approach to assist each buyer in choosing the perfect Yorkie puppy to meet their needs. **Buyer Initial:** [REDACTED]

Health Guarantee: The Seller guarantees this puppy to be of sound health and temperament at the time of sale. The Seller will provide a health record of all vaccines, worming, and vet checked. Health certificates issued as needed or upon request. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within **72 business hours** excluding weekends for a physical exam. Failure to have the puppy examined by a vet within **3 days** of the date the puppy is delivered/ picked up or if the Buyer fails to provide required vaccines and or medical treatment will void this health guarantee. Treated conditions such as dehydration, diarrhea, hypoglycemia, coccidia, kennel cough, internal/external parasites, giardia, worms, fungal/yeast infections, ear infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered. **Buyer Initial:** [REDACTED]

I provide a **(1) year**, from whelping date guarantee for life-threatening health issues. Illnesses must be documented in writing by a licensed vet within **72 business hours**. The Seller must be made aware of the examination that indicates that at the time of sale, such an animal was unfit for purchase due to life-threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was unfit for purchase the Buyer may return the puppy to us for an exchange of equal value. Failure to return the puppy within 7 days will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value, no **money will be refunded**. This is subject to availability, the breeder's first choice, and then the buyer second. **I only cover Genetic, congenital, and hereditary life-threatening conditions that are not preventable. Conditions not considered life-threatening are NOT covered** include but are not limited to luxating patella, hernias, undescended testicles, retained baby teeth, hypoglycemia, etc, **If the condition can be treated, it is NOT considered life-threatening**. Except for Liver shunt which is considered life-threatening and covered with a positive liver biopsy or liver ultrasound. In the event of a life-threatening condition, the affected puppy must be returned with all veterinary documents at the buyer's expense. The buyer understands that a replacement puppy will only be given if it's discovered to have a life-threatening hereditary defect and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for **72 hours**. If the puppy should die from a suspected congenital defect within 12 months of its birth date, **an autopsy must** be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the seller will provide another puppy of equal value to the purchaser. A written statement from the licensed vet must be provided with the seller's name. The guarantee is **VOID** in the event of an **indeterminable/inconclusive diagnosis**. In the event there are no puppies available to choose from at the time, the buyer will then be placed on a waiting list for the first suitable replacement puppy incomparable value when one becomes available. The buyer may be asked to pay an additional amount if a puppy is of more value than the original puppy. The buyer understands that any guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. The buyer is responsible for the transportation cost of the replacement puppy. **Buyer Initial:** [REDACTED]

LIMITATIONS OF GUARANTEE: I do not guarantee color, adult size, conformation, reproduction, testicles descending, retained teeth, personality, ear standing, potty training, proper bite, coat quality,

length, weight, height, hernias, personality, physical flaws, or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects considered life-threatening. The seller is not responsible for any veterinarian bills incurred once the puppy is delivered costs including any cost associated with spaying or neutering, including undescended testes. The buyer assumes all responsibility for the puppy. The buyer understands that adult size is an estimate only, based on sellers' experience. The buyer acknowledges that there is no guarantee on final adult weight, actual size, or color. I do not warrant any condition caused by carelessness, negligence, or abuse. The puppy is being sold as pet quality and companion only without breeding rights/registration. If the Buyer discovers a life-threatening condition within one year of birth and the owner wishes to retain the puppy the owner then waives the right to a replacement puppy unless otherwise agreed upon in writing from the Breeder. If the puppy is found to have a life-threatening /hereditary condition that required the dog to be euthanized documentation by the Buyer's vet must be provided to the Seller and must show a serious untreatable medical issue to warrant the dog to be euthanized **before** being euthanized. The seller has the right to retain possession regardless of the diagnosis. **Buyer Initial:** _____

Buyer's Responsibility: The Buyer agrees to provide a life-long commitment, prompt medical attention, proper grooming, and responsible care. This includes keeping this dog parasite free, up to date with vaccines, proper nutrition, which consists of good quality food, free-fed to avoid hypoglycemia, freshwater, and annual teeth cleanings to ensure the longevity of life. Yorkies have very small mouths and their teeth tend to become overcrowded. Because of this, food can become easily lodged between the teeth if not cleaned periodically, Yorkie's teeth can start to decay and cause dental disease. I recommend annual teeth cleanings from date of purchase and regular teeth brushing schedule (toothpaste formulated for dogs) to prevent buildup. **I cannot stress enough the importance of regular teeth brushing for the longevity of life.** Periodontal disease and gingivitis can cause a serious bacterial infection that can spread through the bloodstream to the kidneys, liver, heart, or brain. The puppy you are purchasing has already been started on routine teeth brushing and it's important to continue a good oral-care regimen with your dog to prevent tooth decay. Prevention is the key to keeping your dog healthy, happy and living a long life. **Buyer Initial:** _____

Open Door Policy: : If at any time, the Buyer can no longer retain possession of this dog, for any reason the Seller is to be notified to resume full ownership or for placement in a suitable home. Our dogs are very much loved and I care about their placement, adjustment, training issues, and ensuring a good home placement is extremely important to us. The puppy/dog may not be transferred or sold by the Buyer. If in the event the owner passes away and an immediate family member is unable to take possession of the dog we will gladly take the dog back any refund will be at our discretion. Our normal policy is to find a suitable home and any amount of money received upon adoption would be refunded to the original buyer if requested. **Buyer Initial:** _____

Spay/Neuter Buyer's Responsibility: All Puppies purchased from Yorkies of Western Michigan are required to be spay/neutered. The buyer agrees to have this dog spayed/neutered by no later than **12** months from the date of birth. If this dog is discovered to be used in any type of breeding it will be considered a breach of contract, and rights of ownership of the dog will **automatically be terminated and the dog will go back to Seller** who reserves the right to immediately assume possession of the dog unless otherwise agreed upon in writing. The buyer will be responsible for all fees incurred (attorney, court costs, filing fees, travel, shipping costs, etc.) for the safe return of said animal(s) to Seller. The buyer understands that this spay/neuter agreement is an agreement that this dog will **NOT** produce a litter of puppies either as purposely bred or by accidental breeding. If for any reason, it is discovered the dog

was used in any type of breeding Yorkies of Western Michigan has the right to seek breach of contract damages of \$5,000 in addition to any other damages, fees, and all rights to possession of the dog, and any offspring produced must be turned over to us with no compensation to the buyer. **Buyer Initial:**

Breed Specific Health Conditions: Buyer has reviewed (online or in print) information on the Yorkshire Terrier breed, including information on the temperament, exercise, grooming, feeding, training, and common medical conditions including Hypoglycemia. **Buyer Initial:**

Lifetime Breeder Commitment: Buyer agrees to keep us updated on any significant changes in their contact information. The buyer agrees to notify Yorkies of Western Michigan of any serious health issues that their dog may encounter throughout its life, as well as information and photos on how the puppy is growing, adjusting, and any behavioral or training issues that I can assist with. It is important to us that I maintain a relationship with our buyers and our buyers send periodical pictures and updates.

Vaccination Limitations: Your puppy has been NOT been fully vaccinated and the recommended vaccination protocol schedule as age-appropriate must be continued to maintain the one (1) year Guarantee outlined, the Buyer must have all vaccines done by a licensed vet and provide proof to Seller upon request. I recommend that the puppy not be given any LEPTO vaccination. **Buyer Initial:**

Buyer Printed Name:	Buyer Signature:
Address:	City: State: Zip:
Phone: Cell Phone:	Email:
Seller/Breeder: Printed Name Gail McKay	Business Name: Yorkies of Western Michigan
Address: 336 N. Division St	City: Marshall State: MI Zip: 49068
Cell: 734-748-7675	Email: Yorkiesofwesternmi@gmail.com
Seller Signature:	Date: