

Health Guarantee / Contract

BREEDER/SELLER

BK Rustic Aussies Lynn Maxwell/Rikki Arntfield 609 Pine Street Henryetta, OK 74437 www.bkrusticaussies.com

PET INFORMATION

Breed:
D.O.B
Puppy ID:
Sex:
Color:
Microchip #:

Sire: Dam:

GUARANTEE/CONTRACT

GOANAITIE, CONTINIO

Deposits: All required deposits of \$100 are non-refundable.

a. Funds accepted at NO fee: Cash, Check, Money order, PayPal (Friends & Family ONLY), Venmo, and Messenger Pay. If payment is sent as PayPal Goods and Services it will be refunded to sender to correct.

Full Rights Guarantee

- b. If payment is sent electronically funds must be received 7 days before puppy is released to new owner.
- c. While waiting for funds, in the case of accidental death or injury while said dog/puppy is still in the care of seller, the entire payment will be refunded.

Health Guarantee:

- a. BK Rustic Aussies guarantees said puppy to be free of Genetic Defects (Hips & Eyes) until the puppy reaches one year of age.
 - i. Should said puppy be found to have a genetic defect it will be replaced with another puppy of the same color and sex from the first compatible litter. If buyer prefers a different sex/coat, buyer may pay the extra if said pup is more expensive.
 - ii. No money will be refunded.
 - iii. Buyer is responsible for the shipping cost of the replacement puppy.

BUYER/BUYERS

Buyer name Buyer address Buyer email Buyer phone

PAYMENT RECEIPT

Date Sold:
Sold with Breeding/Show Rights:
Puppy Price:
Payments:
Balance:

- iv. BK Rustic Aussies will not be responsible for any vet bills.
- v. Buyer must provide a letter from a licensed Veterinarian that states the condition of said puppy.
- b. Said puppy/dog is in sound, healthy condition as far as the eye can see at the time of the sale by seller. The buyer has 72 hours from the time of delivery/pickup to have a vet check done on above said puppy/dog and notify seller.
 - i. Vet check will be at buyer expense and must be done by a licensed Veterinarian. Buyer must retain vet documents showing dates and procedures of the vet check for future reference.
 - ii. Health guarantee does not cover the finding of any parasite, internal or external as this is a treatable condition.
 - iii. In the event that a problem is life threatening due to genetic disease/contagious virus arises within 72 hours, the puppy will be replaced at equal value in the next available litter.
 - iv. Buyer must provide a letter from a licensed Veterinarian that states the condition of said puppy.
 - v. Seller reserves the right to have an examination done by a licensed vet of their choice in the event needed.
 - vi. No cash refunds.
 - vii. Each case will be dealt with individually.
- c. Buyer is required to have a licensed Veterinarian administer 2 or 3 more puppy vaccines (depending on the age of puppy at delivery) to above said puppy and administer yearly busters and stay current on rabies.
 - i. The first 5 way combination shot, will be given by seller at 6 weeks of age. If said puppy is still in possession of seller at 9 weeks, seller will administer the 2nd combination shot.
 - ii. Puppy Combination Vaccinations must aid in the prevention of parvovirus and distemper and given at 9 week, 12 weeks, and 15 weeks. Must keep current each year.
 - iii. Rabies Vaccines will be administered by a licensed Veterinarian by 16 weeks of age and kept current for life of said puppy.
 - iv. If buyer fails to have licensed Veterinarian check done within above named time frame or fails to continue vaccination schedule stated above, (with all documentation) this contract will be considered NULL and VOID for said puppy/dog.

Holding Puppies:

- a. We do not mind holding puppies up to 12 weeks of age free of charge.
 - i. If puppies are kept past 12 weeks of age, the buyer will be responsible for any routine care to keep puppy UTD on vaccinations and preventative care.
 - ii. Puppies kept past 12 weeks of age will have a boarding fee at \$5 per day.

Full Rights Guarantee:

- a. Buyer will receive Breeding Show quality dog, free of genetic defects and/or non-breed standards. If said puppy ends up having a defect or condition that does not permit said puppy to be bred, a replacement puppy of equal or greater value will be issued.
 - i. Seller must get a letter and any other documentation necessary for proof from a Licensed Veterinarian on said puppy stating why said puppy is not of sound breeding.
 - ii. Replacement puppy will be exchanged after documentation from a License Veterinarian is received by BK Rustic Aussies.
 - iii. The Seller, BK Rustic Aussies, reserves the right to have an examination done by a Licensed Veterinarian of their choice in the event it is needed.

- b. Examples of defects covered under 1 year Health Guarantee: Heart Defect, Faulty bite beyond breed standards.
- c. <u>Ear Set</u>: We cannot guarantee ear set. Although we will not breed a dog with pricked ears, they are not covered in the guarantee as replacement because they can come out of nowhere, and are known to be caused by excess calcium in diet or teething and that is out of our control.
- d. <u>Size:</u> We cannot guarantee the adult size of said puppy. We do, however, try to come up with a close estimate based on size of parents, weight of puppy, and past offspring.
- e. <u>Eye Color:</u> Eye color is usually determined by the time said puppy is 6 weeks of age. In the event that puppy has a change in eye color after eye color has been determined, BK Rustic Aussies will not refund deposit, but will transfer to another available puppy or future litter.
- f. No other guarantees, verbal or implied will be considered.
- g. The seller, BK Rustic Aussies, has FIRST right of refusal should buyer decided to sale said, puppy.
 - i. If the Seller agrees to purchase said puppy back, the cost will be half of the original amount, but not greater than \$800.
 - ii. Should Seller decline repurchase, it is required that the Buyer provide the name and contact information of new owner once puppy has been sold to a different home.

h. Breeding Rights

i. It is solely the Seller's discretion whether or not said puppy is available to be purchased with full breeding and show registration rights.

Shipping/Delivery of Puppy/Dog

- a. Seller would prefer all puppies be picked up at a suggested public meeting place in Seller's home town. We are willing to travel up to 50 miles, but not more than half way, from Seller's home towards Buyer's direction free of charge if picking up said puppy isn't an option. This option is solely at the discretion of the Seller.
 - i. Any delivery of puppy that is more than 100 miles round trip will be charged federal mileage rate for each mile over 200 miles driven and will be paid to Seller before leaving with said puppy for delivery.
- b. Shipping: Puppies will not ship until after 8 weeks of age.
 - All shipping cost will be the sole responsibility of the buyer and will be shipped in a temperature-controlled environment, cargo or pet nanny only.
 - ii. Seller will not be held responsible for death or injury of said puppy due to negligence or carelessness of any airline or other live animal carrier, it's agents or employees, or the Buyer.
 - iii. Any negligence or carelessness occurring to said puppy, once the puppy leaves the Seller's possession will VOID the 72-hour Health Guarantee.
 - iv. Shipping in the lower 48 states:
 - 1. Seller and Buyer will work together in arranging shipping that works for both of our schedules.
 - 2. Health certificate is included in the estimated cost of shipping to the Buyer.
 - 3. Crate and any insurance purchased for delivery of said pup is the buyer's cost.

v. International Shipping:

- 1. Buyer is responsible for arranging Pet Nanny or Reservations and will arrange a date mutually agreed upon with seller.
- 2. Buyer is responsible for all shipping costs associated to include, but not limited to: Health Certificate, any additional Veterinarian costs incurred with shipping requirements, cargo reservations, and Pet Nanny fees.

Registration

- a. Our dogs are registered with ASDR and/or AKC.
- b. BK Rustic Aussies is a registered name and is required in said puppy's registered name. Examples BrayKen's Rustic Red 'Cross' or 'Reba' is BrayKen Hearts @ (your kennel name)

Contract Jurisdiction

- a. This contract is under the jurisdiction of the State of Oklahoma, in the county of Okmulgee.
- b. It is agreed that the place of venue shall be Okmulgee County, Oklahoma.
- c. All attorney fees and court costs incurred will be the responsibility of the buyer.

Acceptance of Contract

a.	I, the undersigned Buyer, have read, understand and agree with all the terms and conditions set forth this purchase contract.	
	Buyer 1 Signature:	Date:
	Buyer 2 Signature:	Date: