

# Terms and Conditions of Guarantee

## TERMS AND CONDITIONS

### Our Health Guarantee to You\*

**Health Check Policy** - Before your puppy is sent home to you, he or she has undergone an extensive veterinary health check and breeders have followed our vaccination and deworming protocols in an effort to ensure your puppy arrives healthy and happy.

**Year 1 Health Guarantee** - If, within one year of purchase, your puppy is found to have a congenital or hereditary condition which adversely affects your puppy's health, we will provide you with a replacement puppy of equivalent value.

**Your Obligations – YOU MUST FULFILL THESE OBLIGATIONS, AS EXPLAINED HEREIN, OR THIS HEALTH GUARANTEE WILL TERMINATE AND BECOME NULL AND VOID\***

You must have your puppy examined by a licensed veterinarian within two (2) business days of receipt of the puppy and, to ensure the health of your dog, you must visit the veterinarian on a regular basis ensuring your dog receives proper health checkups and timely inoculations.

Your puppy comes with up to date vaccinations. You therefore should not vaccinate the puppy within the first ten (10) days of receiving the puppy to avoid over vaccination.

If your dog's breed is prone to hip dysplasia, do not over-feed or over-exercise your dog and, regardless of breed, do not over-exercise your dog during his or her growth period.

If your dog is a female it must not be bred UNTIL atleast 1 yr of age.

### \*Terms and Conditions of Health Guarantee

1. **Year 1:** If within one (1) year from the date of purchase from Seller, a dog is found and certified by two (2) duly licensed doctors of veterinary medicine (DVMs) of Purchaser's choosing to have a congenital or hereditary condition which adversely affects the health of the dog, and if Seller is notified within five (5) business days of the first veterinarian's determination, the Seller will provide a replacement puppy of equivalent value. Seller reserves

the right to obtain a third opinion of Seller's choosing to determine the congenital or hereditary condition. All laboratory verification must be done by a licensed DVM.

2. **Veterinary Costs:** Veterinary costs are not covered by Seller.
3. **Purchaser Acknowledgments:** Purchaser is aware that owning a puppy means frequent visits to a licensed DVM and understands that he/she will be responsible for all costs associated with all veterinarian visits, such as but not limited to any veterinarian costs associated with spaying or neutering, including undescended testes. Failure of the Purchaser to provide puppy with timely inoculations or regular veterinary care will void this Health Guarantee. Purchasers should follow a recommended nutritional program, including feeding only premium dog foods and vitamin supplements. No replacement or credit will be given if breeds that are known to be prone to hip dysplasia are overweight or over exercised. All dogs should not be over exercised during their growth period. Seller sells pets for companion purposes only. If your dog is bred, this Health Guarantee shall terminate and become null and void. Temperament issues are not covered under this Health Guarantee as they can be caused by a number of factors outside control of Seller or the breeder including, without limitation, lack of training, discipline or proper dog socialization. The owner is responsible for all transportation costs to and from the Seller.
4. In addition to all the conditions set forth in this agreement, the following additional conditions shall apply and must be met or this Health Guarantee shall terminate and become null and void:
  - a. The Purchaser must have the puppy examined by a licensed DVM within two (2) business days of receipt of the puppy, for the puppy's New Puppy Examination (NPE). A copy of the examination (medical record) for the NPE must be sent to Key of Perfection Frenchies by e-mail ([keyofperfectionfrenchies@yahoo.com](mailto:keyofperfectionfrenchies@yahoo.com)) within four (4) days of receipt of the puppy. The Purchaser shall not vaccinate the puppy within the first ten (10) days of receiving the puppy. Failure of the Purchaser to comply with the provisions of this sub-part (i) shall void this Health Guarantee.

- b. In case of severe knee, elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet the standard submission requirements of the Orthopedic Foundation for Animals.
        - c. If the Purchaser declines any replacement puppy, then the Seller shall be under no further obligation and it shall be deemed that the Purchaser has released the Seller from any and all further claims and waived any rights to pursue any claims against the Seller.
        - d. This Health Guarantee shall terminate and become null and void if the Purchaser fails to comply with any term in this Agreement regarding the care, maintenance, or medical treatments or procedures that the Purchaser is responsible for providing to the puppy.
        - e. [French Bulldog Health Guarantee Limitations: French Bulldogs are only covered for a period of one (1) year from original purchase date. During this time, unless otherwise required by law, this Health Guarantee does not cover what in Bulldog breeds we consider normal: Cherry Eye, Entropion, "loose hips", skin allergies, elongated soft palate, small trachea, stenotic nares.]
5. The value of the puppy for purposes of this Health Guarantee is limited to the Purchase Price of the puppy, and does not include taxes, shipping, health certificate and veterinarian costs, shipping crate or any additional costs or expenses incurred or asserted by the Purchaser. This Health Guarantee is non-transferable and is not valid for sales of any puppies delivered outside the United States and Canada.
6. If for any reason puppy can't be kept by original buyer they agree to offer first chance for seller to buy puppy back, in that time if seller declines then buyer has right to sale to someone else.
7. Said owner MUST stay in contact with breeder/producer of dog bought by facebook, or phone.
8. Dogs must never be abused, neglected, mistreated, or If at any time during ownership the local law enforcement/animal control comes to your premises and any of your animals is malnourished and/or not taken care of and they feel that the dog or any dog on premises is

Initials

not being properly cared for, the breeder has the option to confiscate the dog immediately and without any compensation due to buyer, and full registration paperwork must be signed and given back to breeder. Dogs cannot be turned over to shelter at any time for any reason. If you cannot care for animal then seller needs to be contacted. If this is done charges will be filed.

#### DEPOSIT ON PUPPY

#### ALL DEPOSITS ARE NON-REFUNDABLE

Deposit in the amount of \$500.00 is required to hold pup

Breakdown of sale for pup

Cost of pup \$\_\_\_\_\_ full breeding rights\_\_\_\_\_ pet rights

Cost of shipping \$\_\_\_\_\_

Total overall cost \$\_\_\_\_\_

Deposit \$500

The remaining balance of \$\_\_\_\_\_ is due when pup turns 7 wks of age. If pup is not paid for at 10 wks buyer loses all rights to pup and loses all money paid on pup unless seller works something out with buyer HOWEVER that is at seller's discretion.

Shipping is set up once paid in full for pup and shipping. Shipping time frame will depend on shipper and what time schedule they are working with, but will guarantee in a timely manner. If picking up pup, pup will go to new owner once pup is paid for in FULL.

By signing below all parties agree to all the terms in this contract, and understand this is a legal binding contract in the court of law in Glasgow, KY where if any claims are filed it will be filed in Glasgow, Ky.

Buyer name: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Email address: \_\_\_\_\_

Seller Name: \_\_\_\_\_ Seller Signature: \_\_\_\_\_

Phone # 270-646-0241 Email address: [skey@scrtc.com](mailto:skey@scrtc.com)

Website: [www.keyofperfection.com](http://www.keyofperfection.com)