

Hickory Creek Chesapeakes Contract Original

Hickory Creek Chesapeakes guarantees all items covered under this guarantee. This guarantee is by replacement only. We do not give refunds. Any expenses incurred on any returned dog or pup and the replacement animal are the responsibility of the purchaser.

All pups have received proper vaccinations and deworming to the date transfer to the new owner. All shipped pups are examined for health by our veterinarian and will have a health certificate. The purchaser's veterinarian must examine the pup within 3 business days. Any claim on the health guarantee must be placed within the 3 business days. If we do not hear from you, we will assume the pup is in good health and you are satisfied.

Puppies may be stressed by changes in environment. Minor problems such as diarrhea, Coccidiosis, wormy stools, etc. are common and must be treated. These conditions are the responsibility of the purchaser and should be checked by a veterinarian. This also includes Parvo, Corono virus or Giardia. Minor health problems that can be cured by medication or surgery are not covered by any guarantee. We are not responsible for anything that might happen to the puppy/dog after it leaves our property.

Breeder reserves the right to fill out and send in registration paperwork, to ensure that puppy/dog is properly registered. Purchaser will be responsible for all registration fees up front, and must pay these fees when taking possession of the puppy/dog. Paperwork will be in the new owner's name, and the registration certificate will be mailed to the new owner by the AKC. New owners will be able to choose the name of their puppy as long as name begins with Hickory Creek. Breeder will hold paperwork up to 2 weeks after the date of pickup for a name to be chosen.

Owner/guardian agrees upon signing this contract/agreement that photos of their puppy/dog and/or comments about their Hickory Creek Chesapeake experience/dog may be may be used for advertising and/or posting on social media websites.

HIP DYSPLASIA

Any animal purchased from Hickory Creek Chesapeakes, must be X-rayed by 26 months of age. Any animal older than 26 months are no longer covered under this guarantee. X-ray must be sent to OFA for evaluation.

Animals with dysplasia may be treated as follows. The animal may be euthanized, with the agreement of Hickory Creek Chesapeakes, and a letter from the veterinarian sent to us verifying the action.

The animal may be sterilized and a letter sent to us verifying the action. This animal may be placed in a pet home. Hickory Creek Chesapeakes must be sent a letter, signed by the new owner of the dog, stating that they were given the dog at no charge and they understand fully the dog's problem. They must also state the dog will not be used for hunting.

If the original owner wishes to keep the dog and use it for a gun dog, the dog must be sterilized and a letter sent verifying the action. The original owner may purchase another pup out of a mutually agreed upon litter at a reduced price.

If the owner decided to sell the dog as a functional gun dog, the owner is not eligible for a replacement.

RETURNED ANIMALS; The animal must be returned to Hickory Creek Chesapeakes in good condition, other than the specified problem, at the owner's expense. The owner will then qualify for a replacement pup. Shipping charges on any replacement is the responsibility of the owner.

HEREDITARY EYE PROBLEMS

Any dog showing hereditary eye defects will be replaced as follows:

1. Animals must be examined by three years of age. No animal over three is covered.
2. Animals must be examined by a certified veterinary ophthalmologist, and the results of the exam sent to Hickory Creek Chesapeakes. The ophthalmologist must state the defect is definitely of a hereditary nature and not caused by injury or illness.
3. The defective animal is to be returned to Hickory Creek Chesapeakes or may be euthanized with permission of Hickory Creek Chesapeakes. Proof of euthanasia must be provided. Shipping charges are the responsibility of the owner.

PHYSICAL DEFECTS

Animals showing any serious genetic or congenital defect will be replaced as follows.

1. Animal must show defect by twelve months of age and be examined by a veterinarian. Hickory Creek Chesapeakes must be notified at once at the onset of the problem with a letter from the veterinarian.
2. Any physical problem, which is or could be the result of an injury, is not covered under this guarantee.
3. Animals with genetic or congenital defects must be returned or euthanized, with permission of Hickory Creek Chesapeake to qualify the owner for a replacement. No refund, in part or full, will be given.

This guarantee is void if the animal is used for breeding purposes prior to notifying Hickory Creek Chesapeakes of any of the above defects. This guarantee applies to the original owner of the animal named in the document only. It in no way applies if the animal is sold or transferred to another owner without written permission of Hickory Creek Chesapeakes prior to the transfer. If a dispute of contract should arise, Purchaser & Seller agree that no mention of the issue will be posted on any type of media or social media. If purchaser violates the clause, Seller reserves the right to take legal action for any slanderous statements made.

Limited Registration—the buyers acknowledge and agree that if they wish to change the limited registration for their puppy Breeder must see the dog either in person or through photos supplied as requested to decide if the dog is breeding quality, and that dog has all health clearances (OFA/hip x-ray, PRA, EIC, DM DNA tests & CERF exam) prior to registration being changed.

If at any time during puppy/dog's life, the Buyer can no longer care for said animal, Buyer agrees to return animal to Hickory Creek Chesapeakes. Under no circumstances is puppy/dog to be placed in any type of animal shelter.

Replacements will be mutually agreed upon by both parties and will be of comparable bloodlines. It is understood that the replacement may not be from the exact same parents. If a replacement puppy is provided for any reason, the date of original sale of the original puppy stands as the day of contract origination. The contract for replacement puppy is not extended.

All expenses for the shipping of the original animal and any replacement is the sole responsibility of the owner.

Any animal which is euthanized without the knowledge and permission of Hickory Creek Chesapeakes will not be covered under this guarantee.

PLEASE NOTE: The above part of the guarantee is only applicable if we are notified of any problems by the original animal's first birth date. Hip, eye, and physical defect problems are as specified in preceding areas. If case litigation including any appeal is instituted arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party their (reasonable) attorney's fees. Oklahoma is the forum of convenience and this agreement and all the addendum shall be interpreted under the laws of the State of Oklahoma as of the date thereof.

I understand that in order for this guarantee to apply, Hickory Creek Chesapeakes must be provided with an original signed copy of this agreement. I understand this agreement is not transferrable to another person.

Dam: _____ **Sire:** _____

Puppy Name _____

Birthdate: _____

Female _____ **Male** _____

Microchip Number _____

AKC Registration Number _____

Owner(s) Name _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

Owner(s) Phone _____

Owner(s) email _____

PURCHASER PRINTED NAME _____

PURCHASER SIGNATURE _____

DATE _____

SELLER PRINTED NAME _____

SELLER SIGNATURE _____

DATE _____