

Cajun Furry Friends

PURCHASE AGREEMENT AND HEALTH GUARANTEE FOR PUPPY

To validate the Health Guarantee, this form must be completed and signed prior to taking the puppy home or prior to delivery of the puppy. Failure to comply will render any Health Guarantee Null and Void.

Seller's Name:

Tiffany Bonnette

1681 Gilbert Street

Mamou, LA

70554

CajunFurryFriends@gmail.com

Buyer's Name: _____

Address Street: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Cell Number : _____

E-mail Address: _____

The Buyer voluntarily enters into and agrees to all terms stated in this contract as witnessed by their signatures below.

Registered Name or Pet Name _____

Color _____

Microchip # (if applicable) _____

Sire's Name _____

Dam's Name _____

Price Paid for Dog \$ _____ (not including shipping)

Deposit \$ _____ received on _____ Balance due: _____

Please make all checks* payable to Tiffany Bonnette

*checks are accepted for deposit only

Health

Seller hereby guarantees to the best of their knowledge said dog is healthy at time of sale and has received appropriate vaccinations and deworming appropriate for the age of the puppy. The Buyer has Three (3) days from the time of receipt to have the dog examined by a veterinarian. Any request to return the dog to the Seller for a full refund must be made within this time period and may only be requested should the dog prove to be sick upon arrival, excluding dental work. Proof of examination must be provided to Seller. This guarantee will be terminated immediately if dog is not examined within the allotted time.

If this dog is found to have a hereditary defect which impacts clinically on its quality of life excluding dental work, by the age of two years, as certified by a qualified veterinarian at buyer's expense, The Seller has the right to require a second opinion from a nominated Veterinarian of Seller's choice at the Seller's expense. A warranty for life threatening or debilitating congenital hereditary defects (crippling patella dysplasia diagnosed by OFA or blindness caused by progressive retinal atrophy (must be confirmed by board certified canine ophthalmologist), is provided for two years from the date of birth. This warranty will be terminated should the puppy/dog be allowed to become overweight or developing joints become overstressed at any point during the warranty period. Should the dog be found to have PD (patella dysplasia) within the first two years, Buyer must provide Seller with proof in the form of documentation from OFA. This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, Guardia or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

If the dog is euthanized or in any way disposed of, without a second opinion from the Sellers Veterinarian, the Buyer waives all rights to a replacement puppy or to any financial payment as compensation.

All veterinarians must follow the following procedures during the initial examination and the seller's second opinion examination of defects to the dog.

Buyer's Responsibility

1. The Buyer agrees that their puppy will be housed indoors.
2. The Buyer agrees to feed their puppy only a premium quality food.
3. The Buyer agrees to keep their puppy at a healthy weight.
4. The Buyer agrees to make and keep annual veterinary appointments for their puppy, keep all immunizations current.
5. The Buyer is encouraged to provide basic obedience training with their puppy within the first year of owning their dog.

6. The Buyer agrees to postpone strenuous, repetitive exercise until after their puppy is over one year of age.
7. The Buyer agrees to keep the dog groomed and in good coat condition.

Identification

- ISO Micro chip scanned and recorded if present

Notification

- The buyer must supply to the seller a veterinarian's report indicating possible hereditary or congenital defects within seven days of making the first complaint to the seller.
- A copy of all available reports must be forwarded to the seller for review by their nominated veterinarian if so desired.
- The seller will review the reports and advise if a second opinion is required and if it is, the seller will nominate a second veterinarian to whom the dog should be taken for further examination, or its X-rays and/or reports and reserves the right to have all veterinary reports, X-rays and other tests forwarded to the seller for further review by such parties as the seller may determine and at the cost of the seller

Result

The seller will make available all results from the second opinion to the buyer at which point the following options may be available if the dog is certified to the seller's satisfaction to have a hereditary defect clinically impacting on its quality of life.

1. The seller will replace with a puppy/dog of equal or greater value upon meeting the above requirements.

It is understood that there may not be a replacement dog available at the time of requested replacement. The seller is given twelve months to act upon this guarantee.

OR

2. The seller will reimburse the Buyer the full purchase price of the dog, not including shipping costs or any other medical expenses.

It is understood that reimburse is defined as the cost of the original sale price of the dog (not including shipping) back to the buyer. The seller will do one choice or the other. Not both.

Shipping

Buyer bears all costs related to the sale of above animal including transportation. The risk of loss or injury to the above-described animal is on the Buyer at all times after the dog leaves the Seller.

Re-homing

Buyer agrees that if at any time the Buyer wishes to re-home the puppy/dog, Buyer will give the Seller every opportunity to help in the process. The Seller also has the option to have the puppy/dog returned to the Seller if an agreement cannot be reached. The Seller will be provided with contact information for the new home.

*Before the Seller takes back any puppy we do recommend a six week training course.

The puppy/dog must also never be relinquished to a pound or shelter. If the dog dies for any reason, a veterinarian report verifying death must be supplied to the Seller. The Seller will reimburse the buyer any funds obtained from re-homing minus expenses and a daily boarding fee. Failure to comply with these provisions will render any guarantee null and void.

Definition

It is understood at the time of sale that this is a companion puppy/dog and it is a representative of its breed (Poodle). It is structurally and temperamentally suited as a companion. The warranty set forth in this contract is the sole warranty and is given in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. The Buyer's sole remedy is under the warranty provision of this contract and the Seller disclaims and will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption or veterinary fees unless specifically set forth in this warranty provision.

This contract sets forth the entire agreement between the Seller and Buyer and any inconsistent oral terms have no effect on this contract.

If there is any dispute or litigation between the Seller and Buyer, the prevailing party will be entitled to reasonable attorney's fees and costs. In the event that any legal action is taken to enforce any provision of this contract, said legal action shall be brought to the appropriate court located in Evangeline Parish, Louisiana. The laws of Louisiana shall be used to interpret the provisions of the contract and shall be applied by the court in rendering judgements in any legal action brought by either party. The buyer agrees to use arbitration instead of settling in court if the Breeder chooses this option. This contractual agreement is made, executed, and will remain in the jurisdiction of the State of Louisiana.

The preceding paragraphs contain conditions established for the wellbeing of the dog and to uphold and maintain the reputation of quality from Cajun Furry Friends. Both the buyer and seller will have the right to enforce these agreements.

I, the buyer of the dog described on this document do hereby declare that I have read and do fully understand and agree with the terms of this contract.

Buyer's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____