**SALES CONTRACT AND HEALTH GUARANTEE**

**PUPPY**:

**SEX**:

**MICROCHIP #:**

**BIRTHDATE**:

**PRICE OF PUPPY**:

**DEPOSIT**:

**DAM**: Harlow Jean

**SIRE**: Darling Puttin’ on the Ritz, AKC REGISTRATION #: PR27830909

**BREEDER**: Cari Olsen, Darling Paws, LLC

**PHONE** #: (303) 601-0031

**EMAIL** **ADDRESS**: CODarlingPawsLLC@gmail.com

**PHYSICAL** **ADDRESS**: 783 Centennial Way Bennett, CO 80102

**BUYER**:

**PHONE #:**

**EMAIL ADDRESS:**

**PHYSICAL ADDRESS**:

**NOTE TO PURCHASE OF GOOD FAITH**: All canines have the potential for genetic or congenital disease. Unfortunately, due to the nature of some diseases, they cannot always be eliminated. It is the job of the breeder, through selective breeding, to try and minimize these conditions. Please read, to your full understanding, the following sections of this Sales Contract and Health Guarantee concerning any contagious or hereditary defects.

**PAYMENT TERMS:** A $500.00 deposit is required to reserve a puppy. The deposit will hold the puppy until it is ready to go to its new home at 8 weeks old. The balance must be paid in full prior to BUYER taking ownership of the puppy. Payment is preferred via Good Dog; however, other payment arrangements can be accepted using: cash, money order, bank certified check, or Zelle. If shipping is to be provided, any shipping fees must be paid in full before flight can be booked with an airline. If full payment is not received within the puppy’s 9-week birth-date the puppy, it will be offered to other parties unless arrangements have been made with BREEDER. BUYER may choose to apply deposit to a future litter in the event that circumstances prevent them from taking a puppy or there is not one that meets their criteria.

**NEW PUPPY HEALTH GUARANTEE**

The BREEDER hereby guarantees that the above-described puppy is believed to be healthy at the time of sale. BREEDER also guarantees that the above-described puppy has received appropriate vaccinations and deworming for puppy’s age at the time of sale.

BUYER has four (4) days from the time of receipt of the puppy to have the described puppy examined by a licensed veterinarian. Proof of examination must be provided to BREEDER from BUYER. Any Health Guarantee described in this Sales Contract will be terminated immediately if puppy is not examined within the allotted four days.

The New Puppy Health Guarantee does not include viral illnesses, infections, improper bites, umbilical hernias, hypoglycemia, Giardia, or Coccidiosis and does not include any other treatable condition contracted after pick-up from Darling Paws, LLC. Necropsy is required if death has occurred.

**TWO (2) YEAR GENETIC DEFECT HEALTH GUARANTEE. THIS HEALTH GUARANTEE ONLY APPLIES TO THE ORIGINAL BUYER OF THE PUPPY/DOG.**

BREEDER guarantees, as described in this Contract, that the puppy described above will not show clinical signs of a hereditary defect through the puppy’s second birthday.If this puppy is found to have a hereditary defect which impacts clinically on quality of life, excluding dental work, through the puppy’s age up to two (2) years, as certified by a qualified veterinarian at BUYER’s expense, The BUYER must supply the BREEDER the veterinarian’s report indicating possible hereditary defects within seven (7) days of the diagnosis. The BUYER must provide a copy of all available veterinary reports to the BREEDER for review. Necropsy is required if death has occurred.

The BREEDER has the right to require a second opinion from a veterinarian of BREEDER’s choice and at BREEDER’s expense. If the conclusion of the diagnosis, prognosis, outcome, and recommendations of the first two (2) veterinarians do not agree, BUYER agrees to have the puppy evaluated by a Board Certified Veterinary Specialist at a veterinary teaching hospital or equivalent facility, agreed upon by BREEDER. The cost of this examination will be split between BUYER and BREEDER.

Any request to return the dog to the BREEDER for a replacement must be made within this time period and may only be requested should the dog prove to have a life threatening genetic condition. Written proof of examination must be provided to the BREEDER. If such event happens, Buyer must notify Breeder at once with the following information: Date Puppy was examined; Name, address and phone number of the licensed Veterinarian who examined the Puppy; The diagnosis and all medical records; Necropsy required if death has occurred. Additionally, a signed statement from Buyer releasing Puppy’s medical records to BREEDER must also be included. BREEDER will have their veterinarian review diagnosis prior to the return or replacement of the Puppy. Buyer is responsible to make the arrangements to ship Puppy back to the breeder (at Buyers cost) with the requested information and all registration paperwork. Breeder will replace the Puppy with one of the same value when one becomes available for up to eighteen months. The replacement puppy may be from a different litter at a later date or from different parents. Replacement is the only option, we do not give cash refunds. This guarantee will be terminated if the dog is not examined within the allotted time.

If the conclusion of the veterinary examinations certifies to the BREEDER’s satisfaction that the above described puppy/dog has a hereditary defect clinically impacting quality of life:

1. The BREEDER may replace the puppy/dog of equal or greater value. It is understood that there may not be a replacement puppy/dog available at the time of requested replacement. The BREEDER is given twelve (12) months to act upon this guarantee, but action will be taken as soon as possible by BREEDER.

2. Or, the BREEDER may reimburse the BUYER up to and not to exceed the purchase price of the puppy.

3. The decision to replace the dog/puppy or reimburse the BUYER will be at sole decision of the BREEDER.

4. The above described puppy/dog will be returned to BREEDER if a monetary reimbursement or replacement is made.

This warranty includes Hip Dysplasia if determined to be a hereditary condition as described in this contract until the puppy’s second birthday.Darling Paws, LLC does not guarantee the above described puppy’s hips against any form of dysplasia which is attributable to non-genetic causes. The hip dysplasia warranty will be terminated if the dog is allowed to become overweight or developing joints become overly stressed at any point during the warranty period. Therefore, the health guarantee does not cover if the puppy/dog is used in agility, running, jumping, or over exercise during their growth period of twenty-four (24) months. Should the dog be suspected of having hip dysplasia, the diagnosis must be confirmed by documentation from the Orthopedic Foundation of America (OFA) or Penn HIP.

**This Health Guarantee does not cover any of the following conditions: Intestinal parasites (Coccidiosis, Giardia, Worms), Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Cherry Eye, Allergies (food or skin), Herniation (Inguinal, Perineal or Diaphragmatic), Small Trachea, Entropion, Elongated Soft Palate, Undescended Testes, Luxated Patellas grade 1-3. Further, this Health Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes or any elective surgeries such as stomach tacking or Juvenile Pubic Symphysiodesis. Nor, non-life-threatening illnesses common to puppies or any illness due to the ingestion of foreign objects, food, poison or chemicals. This health guarantee does not cover trauma or environmental factors that have adversely affected the animal, physical injury, accidents, or the mistreatment of the puppy/dog; such as, the ingestion of foreign objects, food, poison or chemicals or allowing puppy/dog to become overweight or underweight.**

If the above-described dog is euthanized or in any way disposed of without a second opinion from the BREEDER’s preferred veterinarian, the BUYER waives all rights to a replacement puppy or to any financial payment as compensation.

**BUYER’s Responsibilities:**

Should the BUYER not abide by the following responsibilities, any Health Guarantee described in this contract will be null and void.

1. The BUYER agrees that their puppy/dog will be housed indoors.

2. The BUYER agrees to feed their puppy/dog only premium dog food.

3. The BUYER agrees to keep their puppy/dog at a healthy weight.

4. The BUYER agrees to make and keep annual veterinary appointments for the puppy/dog and to keep all preventive medicine 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 has reached two years of age. Strenuous, repetitive exercise includes a person running distance with the dog on a leash or trained to follow or lead the runner. Repetitive exercise does not include the puppy/dog free playing when on a walk or on its own.

**SPAY/NEUTER CLAUSE:** BUYER agrees this puppy is being sold as a pet/companion. BUYER agrees not to use puppy for breeding purposes and to have the puppy spayed/neutered by eighteen (18) months of age by a licensed veterinarian. BUYER agrees to provide BREEDER with proof of spay/neuter being performed no later than fourteen (14) days after the procedure has been completed. Proof of the procedure can be in the form of a Spay/Neuter Certificate or veterinary invoice showing that the procedure has been completed. The certificate or invoice must show the name of the animal as well as age, sex, color, and breed. It is the responsibility of the BUYER, not the veterinarian, to provide verification that spay/neuter procedure has been performed. Failure to comply with this contract by the date below, and no later than eighteen (18) months of, unless otherwise agreed to in writing, will be considered a breach of this Spay/Neuter Clause and BUYER will be liable for $5,000.00, the cost of a breeding animal, and the Sales Contract and Health Guarantee pertaining to the dog listed above will be voided.

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. The BUYER’S sole remedy is under the warranty provisions of this Contract and BREEDER 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 Contract. If there is any dispute or litigation between the BREEDER and BUYER, the prevailing party will be entitled to reasonable attorney fees and costs.

I, the BUYER of the puppy/dog described in this Contract assert that I have read, fully understand, and agree with the terms of this Contract. I voluntarily agree to all the terms stated in this contract as witnessed by my signature below. This Contract is between BREEDER, Cari Olsen, Darling Paws LLC and BUYER named below:

**BUYER NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUYER SIGNATURE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BREEDER NAME:** Cari Olsen, Darling Paws LLC

**BREEDER SIGNATURE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DATE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_