Dog Health Warranty & Purchase Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ provides the terms for the Buyer named below (referred to as “Buyer”) to purchase the pet described below (referred to as “Dog”) from Buck Family Farm (referred to as “Seller”).

Seller: Kelly Buck 5921 Burke Hill Rd Warsaw NY 14569. 585-689-4369

 Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Cost: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ + 8% NYS Sales Tax

Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deposit Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Balance Due at 8 weeks when you pick up your puppy. All puppy deliveries must be paid in full before leaving for their forever homes.

**Puppy Description:**

Coat Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Collar Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (5 week selection day)

Sire:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dame:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Male/Female. (Circle One)

**Seller's Responsibility:**

1. The Seller guarantees that the puppy is in good health (with exception of potential intestinal parasites) and has received the following:
	1. First Distemper and Parvovirus Vaccination
	2. Deworming
	3. Health certificate (available at the time the Buyer takes possession)
2. The Seller provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale.
	1. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to present hereditary issues.
	2. Debilitating congenital defects are defines as those present since birth that are either life-threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.
	3. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy preformed at the buyer’s expense by a veterinary teaching hospital or state licensed DMV acceptable to the Breeders veterinarian if the dog dies)
		1. Buyer must supply any requested veterinary records related to the dog’s condition to the seller within two days of diagnosis.
		2. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Sellers choice at the Sellers expense.
		3. If necropsy is preformed and results in undetermined or inconclusive diagnosis, warranty is void.
	4. If congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
		1. Original Dog need not be returned, provided there is proper documentation of congenital issue.
		2. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-12 months.
		3. Color or gender is not guaranteed
		4. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
	5. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller’s veterinarian, the buyer waives all rights to a replacement puppy.
	6. This warranty does not include viral illness, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer, or endocrine disorders. It also does not include any physical problem, which is, or could be, caused by an accident, injury, neglect, poor diet, or illness due to ingestion of foreign objects, food, or chemicals.
	7. The Breeder warrants that the dog has a sound temperament that is typical of the breed, subject to the caveat the Breeder will only be considered to have committed a breach of this warranty if three or more littermates share the same defects in temperament. In other words, if the defect is not shared between three or more littermates, it is deemed that the defect is the result of unsuitable handling practices or training by the Buyer. In the event of the failure of this warranty, the Buyer agrees to return the dog. The Buyer also agrees that its remedy is limited to the Breeder replacing the dog free of charge with another dog of the same breed within 12 months of the return of the dog. All shipping and transportation fees of the dog (and the replacement dog) are the Buyers sole responsibility, as is the responsibility and liability for conformance with all applicable laws during transport.
	8. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
	9. This warranty is non-transferable.
3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expenses.

**Buyers Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of $ . This fee does not include shipping. If shipping is required, the Buyer agrees to pay for ground or airway shipping and the extra cost of travel crate and health certificate.
2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above is on the Buyer at all times after the puppy leaves the Seller.
3. The Buyer agrees to have the puppy examined by a licensed veterinarian within (3) business days of taking possession:
	1. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyers cost, for a full refund, less the reservation fee.
	2. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
	3. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.
	4. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home.
	1. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
	2. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
	3. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
	4. Do not let your other dogs eat the puppy’s feces and clean it up immediately using proper cleaning chemicals.
5. The Buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This included but is not limited to:
	1. Feeding only the premium quality, complete puppy and adult food intended for dogs
	2. Maintaining their puppy at a healthy weight
	3. Having their puppy seen by a licensed veterinarian for a wellness exam annually
	4. Taking their puppy to a licensed veterinarian if he or she gets sick or is injured
6. The Buyer agrees to postpone strenuous, forced exercise until after their puppy I over one (1) year of age to minimize joint damage as puppies develop.
7. The Buyer acknowledges and agrees that the dog shall not be sold or given away to anyone, including to a shelter, pound, research laboratory, or similar facilities. If for any reason the Buyer is unable to keep the dog for any reason, the Buyer acknowledges and agrees that he/she must first contact the Breeder and offer to return the dog to the Breeder. The dog is returned to the Breeder at the Buyers expense. In the Breeders sole discretion, compensation up to half of the purchase price of the dog stated in the Agreement, less the deposit, may be reimbursed to the Buyer in the event of return within the first two (2) weeks of the Pick-Up Date
8. It is understood that at the time of sale that the puppy is not to be used for breeding unless disclosed prior to sale and breeding rights be purchased at an additional cost. Breeding rights are sold only at the discretion of the Breeder.

If the terms of this contract are not met it becomes null and void. By not signing the contract the buyer will be purchasing the puppy AS IS with no guarantee or warranty. Should the buyer choose to pursue matters in the court of law, that place of jurisdiction is Wyoming County, New York. The buyer will also be responsible for any attorney fees that the seller incurs.

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 **Buyer Signature Date**

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 **Seller Signature Date**