**Cooper Creek Kennels**

**Sales Contract and Guarantee**

--Daniel & Megan Gurley—Owners 2780 NW HWY A, Lowry City, MO 64763 660-351-2780

Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sold: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sale Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Method of Payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Whelp Date: \_\_\_\_\_\_\_\_\_\_\_\_ Registration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Conditions of Sale/Guarantee

Having been examined by our veterinarian prior to leaving, it is to the best of our knowledge that this puppy is free from any health defects and is the best pet quality we have to offer. All puppies are sold as companion pet: no guarantee is made as to the disposition, conformation, breeding ability, size nor mature weight. The buyer has a health guarantee extending 30 days in which to have the puppy checked by a licensed veterinarian. If the puppy is NOT taken to the vet at the purchaser’s expense within 30 business days of receipt of the puppy, this guarantee shall become null and void. This contract will be null and void if the puppy is given any vaccinations within the first 10 days of arrival, unless okayed by the breeder.

This guarantee does not include any injuries or problems the puppy develops due to neglect or abuse by the new owner. The puppy is not guaranteed against hypoglycemia, which is also called low blood sugar or sugar shock. The guarantee does not cover the following conditions considered normal in some breeds: cherry eye, entropion, extropian, loose hips, or skin allergies. Grade 1 or 2 luxating patellas are not covered for any breed. The guarantee is not applicable for hip dysplasia if the puppy has been bred, neutered or spayed, nor if the animal is overweight or over exercised. Any existing conditions listed in advance will not be covered by this guarantee.

The buyer accepts responsibility for the care of this dog. This includes, but is not limited to: maintaining the dog of a proper diet and weight sensible for its size, age and breed. Buyer must provide regular and proper care, including annual vaccinations, heart worm prevention, and light exercise.

**Until the dog reaches 1 year of age, the breeder agrees to replace the dog if any of the following circumstances occur and all of the conditions of this agreement are met.**

In the event that said puppy is diagnosed with a genetic defect that makes the puppy unsuitable for being a companion, the purchaser must notify the breeder within 10 days and provide the breeder’s veterinarian with x-rays and all reports used to diagnose said puppy. Said puppy must be seen by 2 veterinarians not affiliated with one another. The breeder’s veterinarian must concur with the diagnosis. The breeder will honor the guarantee by replacing with a puppy of equal value. The puppy must be returned with all papers as well as a signed statement from the vet on the vet’s letterhead, stating the date of the examination and the alleged health risks before any action will be taken. The puppy must be returned at the purchaser’s expense, within 3 days of the decision. The replacement puppy will be sent at the breeders expense. In the unlikely event of death of the puppy, the new owner must provide proof of death by a necropsy report stating the cause of death. The report should be completed by a licensed veterinarian and should be submitted on the vet’s letterhead. Credit will be given in the form of a replacement of a puppy of equal value.

Transportation is arranged through third party carriers; frequently there are delays for numerous reasons including weather, logistics, mechanical failure or other unforeseen events. We are not responsible or liable for any delays, inconvenience or financial loss, nor will we issue a refund due to shipping delays without assessing the usual cancellation fee. All sales are final. Venue and jurisdiction for litigation arising out of or related to Cooper Creek Kennels shall lie exclusively in St. Clair County, Missouri.

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Buyers Signature (by signing we agree to all terms as stated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sellers Signature

This original must be signed and returned to us by certified mail within 10 days of puppy’s arrival to validate this contract. No signed contract, no guarantee. Please make a copy of this contract for yourself and send the original and a copy of the vet receipt back. Thank you and we look forward to staying in touch and watching your babies grow!

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Veterinarian Signature

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Veterinarian Printed Name & Clinic