

Prata's Old English Sheepdog Contract / Health Guarantee

-- Fair Grove, MO 65648
pratasoes@gmail.com

General:

To the best of my knowledge, this puppy is in good health at the time of sale and of leaving us. The puppy was seen and had a health examination by a licensed veterinarian. You, the Buyer, have also been provided with the AKC registration papers, microchip information, a Missouri licensed veterinarian's health certificate, a record of appropriate age vaccination shots and deworming history of your puppy. Please take your puppy, along with his/her health records to your **vet's office within 72 business hours** of receipt of puppy for a health check up. You are required to return a signed and dated copy of this Health Guarantee, along with a copy of the vet's health check receipt **within 7 days** of receipt of your puppy. **Failure to do it in this time frame will render this Health Guarantee null and void.** Please check the shot and deworming record and have the booster shots and deworming given to your puppy at the proper times. Failure to do so will render this Health Guarantee null and void.

Buyer's initials: _____

Your puppy is guaranteed for 10 days from the date of receipt from all diseases for which it has been vaccinated against, excluding worms, coccidia, giardia, ear infections, ear mites, any viral or bacterial diseases or other parasites in dogs all of which are commonly brought on by stress, new environments and are easily treated. Puppies are started on a deworming program at two weeks. Your puppy will have preventative treatments for coccidia and giardia, however there is no guarantee that your puppy may not have coccidia or giardia upon arrival, because it is known to be a common issue with puppies of any breed. **Once purchased and the puppy leaves the breeder, the BUYER is responsible for all medical costs of the puppy. Breeder is not responsible for refunding ANY vet's fee or expenses of any kind.** I do not guarantee against faults, diseases or disorders that may occur due to environmental changes.

Buyer's Signature: _____

Prata's OES cannot guarantee adult size, color or overall structure of a dog. I will use my previous breeding experience and the best of my knowledge to give my professional advice on size, color and overall structure. However, changes may occur as a dog develops. As a breeder, I am not responsible for issues with biting, teething, temperament problems, accidental death or other situations that may be caused by new environment and care. Initial puppy socialization will be done by Prata's OES. However, it is your responsibility to continue that education, proper training to further develop desired behavioral traits.

Buyer's initials:_____

Guarantees:

Your puppy is guaranteed against both fatal genetic and fatal congenital defects for one year from the date of his/her birth. In the event your vet finds a fatal defect at your puppy's first check up or anytime within his/her first year of life, you, the Buyer, **must notify** the Seller **within 24 hours**. Prata's OES requires a veterinarian's letter and date of diagnosis concerning the fatal condition and reserves the right to request a second opinion at Buyer's expense. Either a return of the puppy with full or partial refund of purchase price or replacement of the puppy, at Seller's discretion, will be made available to the Buyer. Return shipment of the puppy will be made at Buyer's expense. If a fatal congenital defect is discovered, and Buyer chooses to keep the dog with the defect, Buyer releases Seller from any and all responsibility of incurred vet and other expenses of said dog. If a puppy/dog dies, an autopsy and DNA identification must be performed at the buyer's expense. All paperwork, including health records from your vet, must be forwarded to Prata's OES determining cause of puppy/dog's death. **Should Buyer decide to euthanize the dog without Seller's permission, this Guarantee is null and void and Seller has no financial responsibility to Buyer.**

Buyer's initials:_____

This puppy has also a two-year guarantee for hips with passable OFA results. For a Hip claim, the dog must have had their hips X-rayed between the age of 12 months and 24 months to be covered by this guarantee. All X- rays must be submitted by an experienced OFA veterinarian to the OFA (Orthopedic Foundation for Animals) office for evaluation by a Veterinary Radiologists. Preliminary evaluation will be accepted as well. Proof of genetic dysplasia from the OFA must be provided to Prata's OES. OFA rating must be "mild" or below it for a hip claim. In this case, **a replacement puppy is guaranteed, not money back.** A list of a few puppies of equal value will be provided to the buyer for the time frame of one year after Prata's OES receives the defective puppy. Then, buyer will have one year of timeframe to choose one puppy from the said list as a replacement for the puppy that has been rated as "mild" or below it on its OFA hip test. Puppy that has been rated as "mild" or below it on its OFA test, must be returned to Prata's OES at buyer's expenses prior to pick up a replacement puppy. Local pick up or shipping costs for the replacement puppy is also a buyer's responsibility. If buyer chooses to keep the dog with the defect, Buyer releases Seller from any and all responsibility of incurred vet and other expenses of said dog.

Buyer's initials: _____

Prata's OES DOES NOT cover joint problems that could be potentially caused by overfeeding, not maintaining proper weight, over exercising and other factors that would be out of Prata's OES's control when the puppy is in the developmental stages. BUYER also accepts responsibility for not overfeeding the dog (which can also bring about hip dysplasia). BUYER accepts responsibility to not jog with puppy on hard surfaces or allow puppy to jump from heights (i.e. from car or pickup) before 18 months of age as DJD Grade 1 type elbow dysplasia or unilateral elbow dysplasia can be the result of improper exercise, poor nutrition, injury from jumping or rough playing, no warrantee shall apply for this condition. HOD is not covered on any puppy, since it is not a genetic condition.

Buyer's Signature: _____

** This Guarantee is not transferable. To make a claim against this Guarantee, the original owner who bought this dog from Prata's OES must still own the dog.*

** To make a claim against this Guarantee, the dog must not have sired or whelped a litter (in case the dog was sold with full breeding rights), **otherwise this contract is null and void.** Dog also must be returned to Prata's OES with his/her AKC Paperwork at the BUYER's expense.*

Rehoming

The buyer will be offered no refunds, at any time, if buyer decides to return this dog to Prata's OES due to rehoming reasons. In the event Buyer cannot keep the puppy/dog, at any age, anymore, for whatever reason, Prata's OES must be notified as soon as possible. You, the Buyer, hereby agree that Seller will have first right of refusal of the puppy/dog. Prata's OES must approve, in writing, the day and time of the puppy's arrival. A release form will be provided from the Seller to the Buyer and it must be signed and returned to Prata's OES prior to puppy/dog's arrival. Puppy/Dog must be returned in good health and with all paperwork to our physical address in Fair Grove, MO. Prata's OES will not pay for any expenses related to the return of said puppy/dog. Traveling/shipping costs are the sole responsibility of the Buyer. No refund will be given either. **Buyer further agrees puppy/dog is NEVER to be given to an animal shelter or rescue society.**

Buyer's initials: _____

Food and Supplements:

We have the puppies on **Nutrisource Large breed puppy food (Purple bag)** and **NuVet K-9** supplements, and we urge you to continue with them. If you decide to change dog food, we recommend you mixing the brand that you prefer with **Nutrisource Large breed puppy food (Purple bag)** for at least one to three weeks to minimize digestive problems. Quality food such as **Nutrisource** for all life stages or equivalent brands must be fed for the first 2 years. Here, at Prata's OES, we believe in optimal health. Therefore, **NuVet** vitamins should be given for a minimum of the first 2 years. If the buyer decides to feed a Grain-Free equivalent food, then NuVet Vitamin MUST be fed for the entirety of feeding the Grain-Free food due to heart disease that can develop with Grain-Free foods. If heart disease does affect your pup/dog, we are NOT responsible if it is linked to the Grain-Free food.

Buyer's Signature: _____

Spaying / Neutering / Breeding Rights:

Further, our puppies are sold under a Limited AKC Registration contract, as a pet/companion only. Therefore, it is recommended, by the breeder, for your puppy to be spayed/neutered between the age of 12 months and 18 months of his/her life, unless your veterinarian highly recommend you to spay/neuter before this period of time. In that case, Buyer needs to notify Prata's OES about his/her final decision. **Proof of spaying/neutering shall be sent to the breeder no longer than 30 days after the dog's surgery.** Failure to do so will render this Health Guarantee null and void. Puppies being sold with Limited registration **CAN NEVER BE BRED**. Breeding without permission of Seller is **absolutely prohibited** and will cause Buyer to be open to every legal remedy available to Seller. BUYER agrees that this dog is NOT being sold with purposes of breeding and **agrees not to breed this dog. We will not give full AKC rights or any other breeding rights after the sale** of the puppy/dog. If this dog is bred, all guarantees are null and void, and a \$10,000 (*ten thousand dollars*) penalty will be charged to BUYER.

A full AKC registered puppy (show dog) will be purchased at the time of sale. Buyer agrees to co-own this dog with Gabriel Siqueira. Buyer agrees that any and all decisions about this dog will be taken by all owners listed on the AKC registration paper. Seller does not warranty the fertility, pregnancy, or show quality of puppies sold under a **Full AKC Contract**. When it comes to a female dog placed with Full AKC rights, we recommend NOT breeding her at her first heating cycle or before 24 months of age. Also, when the female dog is in season and ready to breed, Buyer agrees that the selection and determination of the stud dog to be used on this female will be made by all the owners registered on her AKC paper. Buyer further agrees to always look for the best pair possible keeping in mind the preservation and improvement of the Old English Sheepdog Breed, in general. Prata's OES also reserves the right to be the first one to select a puppy out of her first litter and be the owner of that puppy free of charges. Failure to do so will render this Health Guarantee null and void and the dog will have to be returned to Prata's OES immediately. When it comes to a male dog, Buyer agrees to have this stud dog available to be used as a stud free of charges by Gabriel Siqueira. Buyer further agrees not to make this dog available for the public as a stud dog and any breeding decisions on this dog will have to be disclosed with all owner registered on his AKC paper prior to the breeding. Buyer also agrees that this dog is NEVER meant to be used for mix breeding purposes. In case of the dog is used for mix breeding, the dog must be returned to Prata's OES immediately. Also, **buyer agrees to perform all the health test recommended by the Parent's Club. Proof of genetic tests and OFA test results must be provided to Prata's OES.**

Buyer's initials: _____

Social Media Clause

At Prata's OES, we constantly do our best to make all of our puppy's adopting family happy and content with matters pertaining to the new puppy. Please contact us in writing and allow for up to 30 days from first notified to resolve any and all matters before posting to social medias. Buyer will allow 30 days resolution from Prata's OES prior to posting any negative comments to social medias, internet, or any public or private forums or entity. Failure to do so will render this Health Guarantee null and void.

Buyer's Signature: _____

Others:

- We are NOT liable for any genetic testing or DNA results;
- All vet expenses are the sole responsibility of Buyer as soon as the puppy is purchased and in Buyer's possession;
- Buyer agrees, by signing this contract, that any legal actions concerning to the dog name herein will be brought to any court in the state of Missouri.

This guarantee is a non-transferable contract between Prata's OES and _____ (Buyer). Any transfer of this animal by the original Buyer will void the Health Guarantee. By signing down below, you have agreed to and read all terms provided in this health guarantee / contract. This is a legal and binding contract in a court of law. You are advised to make a copy of this health guarantee for your records.

Date of Birth: _____

Date of Purchase: _____

Purchase price of puppy/dog: \$_____

Sire: _____ Dam: _____

Male (___) Female (___) Dog name: _____

Buyer's Signature: _____

SELLER's Signature: _____