

## Marisol's Maltese Puppy Contract/Health Guarantee

☐ New Maltese Purchase Family Pet      (☐ Female/☐ Male)

I, Maria Ellena, the Breeder/seller, do here by agree to sale of one (1) puppy of the following description:

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Color: \_\_\_\_\_

Pattern: \_\_\_\_\_

Registration# (if applicable): \_\_\_\_\_ Type of Registration: \_\_\_\_\_

Sire: Reg. # (if applicable): \_\_\_\_\_ Dam: Reg. # (if applicable): \_\_\_\_\_

Total Cost of above Puppy: \$ \_\_\_\_\_. (Not including shipping costs)

Shipping/Delivery Costs, if needed: \$ \_\_\_\_\_ (includes driving expenses associated with the delivery).

Non-Refundable Deposit: \$ \_\_\_\_\_. Date Paid: \_\_\_\_\_ (This contract must accompany the deposit).

Remaining Balance \$ \_\_\_\_\_, is to be paid in full prior to the buyer receiving the puppy.

Balance to be paid \$ \_\_\_\_\_ (Payments can be made through PayPal/Zelle)

I, the Buyer do hereby agree to buy the above mentioned puppy, and agree to the following terms and conditions:

The Puppy listed above appears to be in good health at the time of the sale, and embodies the characteristics of the breed named above. The Puppy is purebred with purebred parents. The Breeder believes this above described Puppy to be in good health at the time of delivery.

The Buyer is to have this Puppy examined by a veterinarian of their choice within 72 business hours from time of delivery or pickup. Failure to do so will void this contract and its guarantees. If within those 72 hours the puppy is found to have a life-threatening defect, the buyer may return the puppy for a replacement puppy (with equal or lesser value; with same coat, color or gender) as soon as one becomes available. If the puppy is found to have a fatal or severe life-altering genetic defect by the age of 6 month's that is diagnosed by the Buyer's licensed veterinarian, the buyer has two (2) business days to notify the Breeder of their veterinarian's findings in writing, and the puppy will be returned to the breeder within a reasonable time frame after the exam (as determined by the seller). This problem must be recognized by a licensed vet and a written copy of the tests/procedures performed and the diagnosis must be sent to the seller within the 10 days of the diagnosis of the condition. FURTHERMORE, NO TREATMENT OR SURGERY SHALL BE DONE ON THE PUPPY UNTIL THE SELLER IS CONTACTED AND HAS TIME TO CONFER FOR A SECOND OPINION. In addition, BUYER will be responsible for any and all vet costs associated with the puppy. No refunds will be given to the buyer for vet costs. When the buyer has decided to return a puppy (with such as those listed above) and seller has been notified, the puppy must be returned to the seller within 2 weeks of written notification to the buyer. If the buyer decides to keep a puppy in the event of a defect being found (and does not make arrangements to return the puppy within 2 weeks of notification of defect), the buyer no longer has any obligation to replace the puppy at any later date. If the puppy is returned due to life threatening defects (those listed above), and if Maria (the seller) vet agrees to the diagnosis of the condition after conferring with the buyer's vet, then a replacement pup will be issued as soon as one becomes available.

In the event of the puppy's death a necropsy must be performed to determine the cause of death and the buyer will be responsible for the charges; Breeder is in no way responsible for payment of this exam, or any medical or veterinarian charges. The buyer understands that the Breeder offers No Cash Refunds. If the buyer qualifies for a puppy replacement then the

purchase price will be put towards another Puppy of equal or lesser value when one becomes available. Under no circumstances will refunds be made in lieu of a replacement. If Buyer rejects a replacement puppy, all sales become final. The Buyer is responsible for all expenses in the return of the puppy. Under NO CONDITION will the breeder replace this puppy where the breeder was not advised of its being ill beforehand or “put to sleep” without the breeder’s permission.

All appropriate shots for the puppy’s age have been given, and a record of this vaccination history is supplied at time of delivery. The Buyer agrees to maintain the puppy’s health in good condition, and to provide yearly examinations, vaccinations, heartworm, and any other usual procedures necessary to assure good health. The Breeder has done everything possible to produce healthy sound puppies both by breeding only dogs that are free of hip, elbow, and spinal disc dysplasia, and by raising the puppy in the best way possible in regards to diet, exercise, socialization and veterinary care. The Buyer agrees to provide a suitable and safe area for this puppy. The Breeder’s guarantee does not cover any liability for any injury, or illness caused by stress induced hypoglycemia, canine influenza, pneumonia, parasite internal or external, ringworm, coccidiosis, giardia, hepatitis, other disease/illnesses/viruses, or mites after leaving our care. There are all type of parasites that lie dormant and that can be brought out by stress or change of environment due to allergies etc., and there is no way to predict how a puppy will cope with the change. This is why the buyer agrees to not change the puppy’s dog food for at least 1 week after pickup as to not stress the puppy more than necessary. Also, there is no guarantee against any diseases contracted after leaving Marisol’s Maltese premises. I do my best to provide a clean, healthy, safe environment and to ensure that the buyer is getting a healthy puppy.

Buyer’s initials to agree to terms of first page: \_\_\_\_\_ (initials)

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise and feedings schedule, recommended by the Buyer’s veterinarian.

The Seller promises to try to be a lifelong assistant with the buyer’s puppy in regards to being available for advice if needed. Maria, the breeder/seller, deeply cares for all animals that go onto their forever homes and requests that the buyer call or email her if needed. Also, Maria, the breeder/seller has first of refusal to the puppy if the buyer at any time no longer is able or no longer wants the puppy in question. In that case, Maria will try to find the puppy a new home.

The Breeder/Seller can offer no further guarantees once the care of the puppy is no longer under their control. Marisol’s Maltese only guarantees a pet quality puppy and in no way implies guarantees the ability to breed or show the dog. Therefore, the Breeder does not make any guarantees as to the dog’s adult size, weight, hair, coat, skin condition, temperament, or train-ability of the dog. The Breeder neither makes, nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitations, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Breeder and Buyer with legal respect to this sale. If there are any disagreements or discrepancies, they must be handled in the state of Georgia and the county of Fannin, at the buyer’s expense in regards to all legal fees.

The Buyer’s signature below indicates that he/she has read, agrees, and does understand all the conditions of this contract and agrees with the sales agreement.

\_\_\_\_\_ (Buyer’s) Signature

\_\_\_\_\_ (Breeder’s/sellers) Signature

Printed Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date of agreement: \_\_\_\_\_

Date of Pickup: \_\_\_\_\_

