**Fields of Bernese**

**Dog Purchase Agreement and Health Warranty**

This contract is between: (Hereafter “Seller”) and (Hereafter “Buyer”)

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| --- | --- |
|  | Tim/Angela Brumme of Fields of Bernese |

and is entered on this date:

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| --- |
|  |

Pertaining to:

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| --- | --- | --- |
| Puppy Name: | Birthdate: | Gender: |
| Sire: | Dam: | Breed: |

Seller’s Responsibility:

1. The Seller guarantees that the puppy is in good health (minus potential parasites) and has received the following:
   1. Age-appropriate immunizations
   2. Vet examination
   3. Deworming at approximately 2, 4, 6 weeks of age
2. The Seller provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale.
   1. Debilitating congenital defects are defined 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.
   2. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
      1. Buyer must supply any requested veterinary records related to the dog’s condition to the seller within seven days of diagnosis.
      2. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.
      3. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
   3. If a 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 puppy need not be returned, provided there is proper documentation of congenital issue.
      2. Breeder reserves the right to determine 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. Markings and gender are not guaranteed.
      4. Shipping fees will not be refunded, and any costs associated with shipping the replacement puppy are to be covered by the Buyer.
   4. If the puppy is euthanized or in any was disposed of, without a second opinion from the seller’s veterinarian, the buyer waives all rights to a replacement puppy.
   5. This warranty does NOT include viral illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), caner or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury.
   6. No warranties or guarantees, expressed or implied, are made under this contract exept as stated.
   7. This warranty is non-transferable.
3. It is to be understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or healthcare expense.
4. The breeder has made a reasonable judgment regarding the eventual size of this puppy, however as these are living beings, this judgment does not guarantee the eventual adult size, degree of shedding or allergy friendliness.

Buyer’s Responsibility:

1. The Buyer agrees to pay the Seller a total sum of $\_\_\_\_\_\_\_\_\_. A nonrefundable deposit of $300 was received from the Buyer and is applied to the total price. This fee does not include shipping. The Buyer is responsible for shipping costs.
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 animal 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 one week (7 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 Buyer’s cost, for a full refund (except the non-refundable deposit)
   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 7 business day 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 in properly disinfected before the appointment.
   5. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.
4. The Buyer is responsible for all medical expenses associated 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), the please do not purchase 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 you r 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 includes but is not limited to:
   1. Housing the puppy indoors
   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 the licensed veterinarian if he or she gets sick or is injured.
   5. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association.
   6. Administering heartworm preventative medication (if living in an area of concern)
6. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over 1 year of age to minimize joint damage as puppies develop.
7. The buyer agrees to contact the Seller immediately if the buyer determines they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed.
8. The Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.
9. The Buyer allows the Seller to use any pictures of the dog that the Buyer sends to the Seller for the purposes of reposting and sharing or use on Seller’s website. If yes, Buyer initial\_\_\_\_\_\_\_