

#### **Contract/Health Guarantee LLC**

### Seller's Responsibility:

- 1.) Seller will maintain contact with the Buyer, keeping Buyer notified of any changes in welfare of this pup that could affect timely pick up or health of dog.
- 2.) Shipping will be arranged by Seller at Buyer's expense, unless otherwise negotiated.
- 3.) The Seller guarantees this dog to be of sound health and temperament when released from their care. (This includes releasing to ground/air shipper). Seller further guarantees this dog until 8 years of age against fatal and life altering genetic diseases.
- 4.) If genetic defect is the reason for death, the Seller will provide another puppy of equal value to the purchaser upon availability.
- 5.) If at any time the puppy becomes unavailable due to injury or illness on our end, then Seller has the right to replace puppy with another puppy that is of equal value (same sex, same color, same price) when one becomes available.

## **Health Guarantee:**

- 1.) This puppy is in good health at time of sale.
- 2.) This puppy is up to date on all shots and dewormed. A health certificate will be provided by Seller at time of pick up.
- 3.) This Health Guarantee is good for eight years, it will expire on the eighth birthday of your puppy.
- 4.) Health Guarantee is VOID if puppy is spayed/neutered before the age of 18 months old.
- 5.) Health Guarantee is VOID if puppy is fed outside the recommended guidelines.
- 6.) Health Guarantee is VOID if puppy is not kept on NuVet for the duration of the eight years.
- 7.) In the event the puppy becomes sick from a congenital debilitating defect, a new puppy will be given to the owner that is of equal value, when they are ready.

### **Health Guarantee Stipulations:**

- 1.) If the puppy becomes sick from a Congenital Debilitating Defect, a written statement from a licensed veterinarian must be provided to the Seller.
- 2.) If the dog should pass due to any genetic problems a necropsy is required from a state certified lab at the Buyer's expense and results sent to the Seller's vet.
- 3.) Guarantee is VOID in the event of an indeterminable or inconclusive diagnosis.
- 4.) Buyer must contact Seller within 72 hours of becoming aware of the genetic defect.
- 5.) In the event of any crippling genetic defect, Buyer must provide a written statement from a licensed veterinarian of choice, at the cost of the Buyer.
- 6.) In order for the Health Guarantee to be active, said puppy must be kept on NuVet supplements for the duration of the 8 years.
- 7.) To qualify for the Health Guarantee Buyer must take the puppy to the veterinarian within three business days of the day it was released into Seller's care.

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## A.) <u>What's covered:</u>

- 1.) Congenital Debilitating Defects
- 2.) Crippling hip/elbow dysplasia
- 3.) Genetic heart defects such as DCM, Cardiomyopathy, tricuspid valve disease, mitral valve disease.
- 4.) Cancer before the age of three. (Osteosarcoma, bone cancer, and lymphoma)
- 5.) Hypothyroidism
- 6.) Wobblers under the age of one
- 7.) OCD under the age of one

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## B.) <u>What isn't covered/disqualification of guarantee:</u>

Major or minor illnesses such as:

- 1.) Hypoglycemia
- 2.) Coccidian
- 3.) Hernia
- 4.) Entropian
- 5.) Airborne or contagious viruses (parvo, distemper, kennel cough, etc.)
- 6.) Injury to the ingestion of foreign objects, chemicals, physical injury
- 7.) Demodectic Mange
- 8.) Hip Dysplasia after three years of age as this can be more environmental.
- 9.) Cancer after three years of age.
- 10.) Injuries such as falling, slipping on ice, other animals playing too rough, strenuous activity, etc.
- 11.) Bloat

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### Return Contract:

- 1.) Any evidence of neglect, abuse, or negligence will void this contract. The full ownership of the dog will immediately revert to the Seller with the reasonable costs of transport due from the Buyer to the Seller.
- 2.) If at any time the Buyer is unable to care for or keep the dog, they shall return it to the Seller. At no time will Seller pay for the return of a puppy.
- 3.) This puppy must NEVER be surrendered to a shelter, rehomed, resold, or given away. Puppy MUST be returned to Seller if Buyer is no longer able to keep said puppy.

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## **Buyer's Responsibilities**

- 1.) The puppy must contain GCD or Gulf Coast Danes in the registered name.
- 2.) The Buyer is responsible for any and all veterinary bills incurred for any reason. The Seller is not.
- 3.) Buyer agrees that this dog should not be taken on long walks, jogs, or endure any strenuous activities until the age of 18-24 months.
- 4.) Buyer agrees to not spay/neuter this puppy before the age of 18 months old. Doing this will VOID your Health Guarantee.

- 5.) Buyer agrees to keep said puppy on the proper food. Protein no higher than 26%, Calclium 1-1.6%, Phosphorus 1%. Any food that exceeds these percentages will VOID your health guarantee.
- 6.) Buyer agrees to provide a life-long commitment, comfortable indoor environment, prompt medical attention, proper grooming, responsible care, and immunizations current.
- 7.) Keeping the dog parasite free and up to date with inoculations, proper nutrition, shelter, good quality feed, and fresh water.
- 8.) Vaccines, heart guard, and flea prevention must be up to date at all times.
- 9.) Keeping said puppy on a regular deworming schedule.
- 10.) Provide safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision.
- 11.) Register microchip promptly in order to facilitate in it's return if lost or stolen.
- 12.) When asked twice a year, current pictures must be provided within 48 hours or a reasonable time freame mutually agreed upon in case of vacations.
  - This may be done via Facebook or email
  - By neglecting to send updates, Seller will assume that the dog has been sold, traded, given away, hurt, thrown outside in a kennel/shed/chained, deceased, etc. Seller will then be forced to act as if the dog is being neglected and reinforce our contract through the legal system.
- 13.) If at any time you have a "change of mind" you will NOT be issued a refund. But a credit voucher to purchase a puppy at a later time that is more suitable for you.
- 14.) Buyer is aware that whoever signs this contract is the one given the sole possession of said dog. In the event that there is a divorce, break up, move, etc, the dog is to remain with the party that has signed the contract below. If you can not keep the dog then it is to br returned to the Seller unless otherwise agreed upon with Seller in writing.

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This purchase agreement has been read and understood by both parties. In the event that the Buyer should breech or attempt to falsify claims against this contract there will be a \$1000.00 fee assessed to them as well as any other fees associated with each point in this contract, depending on what was breeched. Should there be an actual event where this contract should go to court, Buyer agrees to reimburse Seller for any costs associated with this case. Including, but not limited to filing fees, attorney fees, missed wages and traveling fees. Seller prefers to settle outside of court in a civil manner, however all cases to go to court will be settled within the Seller's state of Florida county of Escambia.

# Agreement is made for our mutual benefit to protect the Purchaser as well as the Seller on this day

Phone No. Buyer Signature Print Name Here City, State, & Zip Code Puppy DOB Color/Sex Sire/Dam Amt. Paid

Seller Signature