

SELLER

C&C Stock Dogs

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BUYER

Name:

Address:

Phone:

Email:

Dog Breeder kennel name:

Buyers call name:

Registration Name: C&C

BREED:

GENDER:

COLOR:

DOB:

MICROCHIP:

Sire's Name:

Dam's Name:

These terms and conditions are entered into and agreed upon by both the buyer and the seller as follows:

Seller guarantees this puppy to be free of Major Diseases (Parvo, Distemper, Corona, and Rabies) for a period of 72 hours from the date the puppy left the breeders care. Buyer will receive a copy of the immunization schedule and record with the puppy, or prior to the puppy arriving to the buyer. We require that you take your new puppy to your veterinarian within the first 72 hours of receiving him or her. Said puppy is healthy and in sound condition when they leave our care and have had a thorough veterinary check with our licensed veterinarian. Buyer is responsible to have a licensed veterinarian administer the rest of the vaccine series. This guarantee shall become null and void if the puppy is given any vaccinations or medications other than what is specified on the medical record buyer received. If a licensed veterinarian recommends a different protocol, the seller must be informed and documentation listing the change and reason for the change must be provided to the seller.

Seller also guarantees this puppy to be free of life threatening genetic or congenital defects until the puppy reaches three years of age. To the best of the seller's knowledge this puppy appears free of any diseases or any life-threatening genetic/congenital defects as far as the eye can see. It is the buyer's responsibility to keep the puppy from unhealthy environments until it has had the full vaccination regimen. The Seller will not guarantee the dog against any of the following after the Buyers have taken possession

- a. Death, injury or illness of any kind due to neglect, accident or intent.
- b. Illness, injury, or death due to environmental exposure to toxins or disease, poor nutrition, excessive weight or exercise, lack of vaccination, or lack of required medical care.

This health guarantee does not cover any parasite, internal or external, as this is a treatable condition.

If your puppy displays any indication of poor health within the first 72 hours, the seller must be contacted, and the puppy must be brought back or taken to our veterinarian for any necessary treatment. Puppies that go out of state must go to a licensed veterinarian, and signed documentation must be sent to the seller immediately. Failure to do so will cause this guarantee to become null and void.

#### PURCHASE:

Purchase Price:\$

#### RETAINER:

Buyer agrees to pay Seller a nonrefundable retainer of \$200.00 to secure the reservation of \_\_\_\_\_ This fee is included in the purchase price. The purchase price must be paid in full one week prior to pickup or shipping.

#### PURPOSE AND EXCLUSIVITY:

Upon receiving the retainer for the puppy, the seller agrees to mark the specified puppy as "sold" and will cease offering the puppy to other potential buyers.

#### FORFEITURE OF RETAINER:

The retainer is strictly nonrefundable. If the buyer decides to switch their retainer to another puppy, after the buyer has selected a puppy, there will be an additional charge of \$250 as we have had prospective buyers for the puppy that, due to having been on hold for the buyer, has been unavailable to anyone else.

If the Buyer decides to cancel the purchase for any reason, or fails to complete the remaining balance and pick up the puppy by the agreed-upon date of \_\_\_\_\_, the Buyer forfeits half of the retainer, and the seller reserves the right to place the puppy with another family.

The balance of the purchase price shall be paid to the seller one week before the dog is shipped or delivered, or when picked up at the seller's residence. All shipping and/or transportation expenses for the dog, to and from the seller's residence, and, to and from buyer's residence, are buyer's responsibility. Shipping expenses may cover airfare; crate, shipping kit and materials, all paid by buyer to seller prior to shipping of the dog.

#### Right of First Refusal:

Buyer agrees if he/she cannot or does not wish to keep dog for any reason, regardless of age, **seller must be notified of such decision** of buyer, and seller will have the First Right of Refusal in return of dog to seller with no monetary settlement or replacement dog after 30 days of purchase. Should the buyer elect to return the dog before 30 days after purchase and there is no physical problem with dog warranting return, buyer will be given a refund of purchase price, less non-refundable deposit, boarding cost, training and medical expenses while in the seller's care before being rehomed. Refund will be made after the dog is placed in a new home. All shipping and/or transportation expenses for the dog, to and from the seller's residence and to and from the buyer's residence, are the buyer's responsibility. If the seller is unable to furnish her home to the dog, they will actively cooperate with the buyer in placing the dog in a proper home. Buyer certifies, by signing this agreement that he/she is not acting as an agent in this purchase; buyer will not resell the dog to another seller, pet store or medical research facility. Buyer agrees the dog may not be abandoned or turned into a pet store, dog pound, humane societies, or rescue organizations - only to the seller or to a good home the seller has agreed to.

#### Care:

Buyer agrees that all medical care of the dog is at her/his expense beginning when the buyer takes possession of the dog, and during the life of the buyer's ownership of the dog. Buyer will take all measures to maintain the health and well-being of the dog for as long as the buyer retains ownership. The buyer will provide a good home with no physical abuse, warm and dry bedding with good protection from the weather and the elements, regular exercise, affection, proper nutrition and health care for the dog which includes vaccinations and heartworm prevention as discussed between buyer & licensed veterinarian. To be eligible for the two (2) year guarantee, buyer must have continued to feed the dog Pet Food Products that are not grain free, do not contain corn or corn-based and can not feed recalled dog pet food or treats. All receipts for dog food must be kept as proof of dog food fed or Health Guarantee will be null and void. Seller shall not be held responsible for the development of any diseases, disorders, and/or injuries which are contracted or which occur after puppy leaves seller's premises and/or which are due to buyer's

negligence and/or intentional actions. If the death of the dog occurs before the guarantee has expired, the seller has the right to a full autopsy by a veterinarian of seller's choice and/or second opinion in a timely manner. Buyer is not eligible for any Health Guarantee (as explained in this contract) if he/she prevents, prohibits, forbids, discourages, or otherwise restrains seller's ability to exercise this right. Buyer hereby acknowledges that examples of preventing, prohibiting, forbidding, discouraging, or otherwise restraining seller's ability includes, but is not limited to, the following: disposing, cremating, burying, or otherwise destroying the dog's body, or hindering seller's ability to retain documentation substantiating the dog's condition. Buyer hereby understands that such actions will constitute an automatic breach of this condition and cause the Health Guarantee as described to be null and void. buyer will be solely responsible for the cost of the necropsy if he/she is making a claim against the seller to honor the Health Guarantee. Seller is NOT responsible or obligated for any medical expenses whatsoever. NO EXCEPTIONS.

#### Health Guarantee Replacement Terms

Seller hereby agrees to honor the Three (3) year Health Guarantee upon receipt of all the required proof and documentation provided by the Buyer to Seller satisfaction for the following: Heart Defects, Hearing, Vision and Hip and/or Elbow dysplasia (Seller guarantees to buyer a rating of Fair, Good or Excellent for hip and Normal on Elbows) with the Orthopedic Foundation of Animals (OFA) or a pass rating from Pennhip. Poor readings must NOT be caused by environment, injury or illness. All x-rays/readings done at buyers expense.

Buyer acknowledges and understands that the proof required must be provided to the seller's satisfaction before any Health Guarantee will be honored. Buyer notifies the seller within ten (10) calendar days after such a condition is diagnosed and no later than the puppy reaching three (3) years of age. Failure to notify seller within the time period specified will automatically make the three (3) Year Health Guarantee NULL and VOID; thereby forever releasing seller and/or his/her agents, representatives, designees, assignees, beneficiaries, and/or trustees from any and all obligations, liability, and damages. Buyer provides the seller with full veterinary documentation of the disorder and/or defect within thirty days of condition is diagnosed. The puppy must have been maintained in good physical condition with good muscle tone through proper exercise, diet, and not allowed to become overweight or underweight (unless caused by said disorder and/or defect). If all of the conditions have been satisfied, the seller will provide the buyer with the options below. Buyer has the choice to keep the dog OR buyer may return the dog to the seller. Upon this decision, the seller will offer a replacement dog in the following manner: The seller's next available puppy of equal cost and of her choosing will be assigned to the buyer. Replacement: Should buyer choose to accept the replacement puppy of equal value, seller will provide buyer with the replacement dog from Seller's next litter upon receipt of proof of spay/neuter OR relinquishment of the original dog. This refund WILL NOT include any costs

incurred for shipping, transportation, materials purchased, or miscellaneous charges associated with transportation of the dog to buyer upon proof of spay/neuter OR relinquishment of the original dog. Buyer is responsible for all fees for transportation of the original and/or replacement puppy to and from buyer and seller, if applicable. Seller is NOT responsible or obligated for any medical expenses whatsoever. NO EXCEPTIONS.

No other conditions, guarantees, or obligations concerning the sale of this puppy applies. By signing below, we agree that we have read, understood, and will abide by all of the terms of this contract. Seller makes no guarantee regarding loss of the puppy because of accidental death, theft, sickness, etc., or any other loss beyond seller's control once puppy is in buyer's possession. Buyer is responsible for compensating the seller of court costs. Any cause of action brought by any party to enforce this agreement shall be brought in the state of Utah. By signing below, Buyer hereby acknowledges that he/she has read and understands the contract which outlines the provisions of disorders and/or defects included in the three (3) Year Health Guarantee.

BUYERS Name \_\_\_\_\_

BUYERS Signature \_\_\_\_\_ Date: \_\_\_\_\_

SELLERS Name \_\_\_\_\_

SELLERS Signature \_\_\_\_\_ Date: \_\_\_\_\_