

DEB'S KENTUCKY DOODLES CONTRACT

Date: _____ Time: _____ Purchase Price: \$ _____
6% KY Sales tax: \$ _____
Deposit amount: \$ _____
Balance due: \$ _____

Parents: _____ Gender: Male Female

Date Whelped: _____ Health Record Provided Yes No

The within-described puppy is in good health, to the best of the Seller's knowledge at the time of sale. The puppy has received the necessary age appropriate vaccinations and de-wormings, and has been examined by a licensed Vet from Animal Medical Center in Madisonville, Kentucky. This includes a fecal (if warranted) and full body exam (eyes, ears, mouth, heart, lungs, etc.).

The undersigned parties do hereby agree as follows:

Seller's Obligations:

1. Seller extends a guarantee against fatal viruses for 72 hours. This includes Distemper, Parvo and Corona. It does NOT include Coccidian, Giardia and Kennel Cough. These are common ailments in puppies and although we do everything in our power to prevent the pups from contracting these, we cannot provide a guarantee against them.

2. Seller extends a genetic guarantee on the above-described puppy, until such time as puppy reaches twelve (12) months of age. Genetic disorders are defined as any life-threatening condition and limited to the following: kidney, heart, pancreas and liver.

3. In the event that the above-described puppy is diagnosed with a fatal virus (as outlined in paragraph 1) or a genetic disorder (as outlined in paragraph 2), and Buyer can provide a diagnosing veterinarian's report, then, and in that event only, the Buyer may return the puppy, to Seller, at Buyer's expense. Seller shall provide Buyer a puppy of equivalent value chosen by Seller. If a puppy, of equivalent value, is not available at that time, one will be provided from a future litter.

Buyer's Acknowledgments and Obligations: (initial after reading and agreeing to conditions set forth)

- _____ 1. Buyer acknowledges that the puppy is **not** guaranteed with respect to the following:
 - A. Internal or external parasites, (coccidiosis, round worms, hookworms, giardia, etc.) or external parasites, as they are common in dogs and puppies.
 - B. Umbilical hernias, hypoglycemia, skin allergies, under or over bites.
 - C. Health issues arising from trauma, abuse or failure to maintain general health care of this dog/puppy.
 - D. For show, breeding, adult size, coat type, color or temperament.

- _____ 2. Buyer shall have the puppy examined by a licensed veterinarian, within three (3) business days of the purchase date hereinabove stated. If the veterinarian finds a genetic defect that will be LIFE THREATENING and will affect the day of life of the puppy Buyer may exchange said puppy for one of the same breed. Said puppy shall be selected by Seller and shall be provided as soon as a puppy becomes available.

- _____ 3. Buyer acknowledges that if the Buyer proceeds with medical treatment from his/her Veterinarian, instead of immediately returning the puppy to the Seller, then this guarantee is NULL and VOID. If the puppy is returned within-described three (3) day guaranteed period as specified herein, the Seller shall exchange the puppy for another puppy of the same gender and of equal value. If the Seller has no comparable puppy, then the Buyer shall receive a puppy from the next litter chosen by Seller. If said puppy is returned it shall be to Seller's home in Nortonville, Kentucky. All travel or return expenses is the sole responsibility of the Buyer.

- _____ 4. Buyer agrees to provide routine preventative health care including, but not limited to, inoculations, parasite control, preventative medications, skin allergies and any treatment for any condition which is not genetic as defined above. Buyer further acknowledges that Seller will not be responsible to pay any medical expenses once Buyer takes possession of the puppy.

- _____ 5. Buyer acknowledges and agrees that a refund will **only** be issued in the event that the puppy dies while in Seller's care. Buyer will have the option to choose a refund of monies paid or receive a different puppy, if one is available.

- _____ 6. Buyer agrees that deposits are non-refundable.

- _____ 7. The Buyer acknowledges that they have been fully instructed by the Seller, NOT to take the puppy to public places until it has received his/her final round of vaccinations. This is for the health of your puppy to avoid all areas where an unvaccinated or infected dog may have been exposed to an illness/bacterial/fungus causing, Parvo, Giardia, Clostridia, Coccidia and Kennel Cough, etc. These are highly contagious and are easily passed to your puppy from other animals or the environment. Because of the extremely contagious nature of these illnesses, they cannot be guaranteed after the pup has left Seller's premises. In case of an unforeseen death of said puppy, a necropsy must be performed at Buyer's expense to determine cause of death and a copy of results must be provided to Seller for warranty to be honored.

- _____ 8. The Buyer agrees that the puppy is being purchased as PET ONLY and is not to be bred. Buyer agrees to have the puppy spayed/neutered and provide proof of such to the Seller by 18 months of age of puppy or pay to the Seller a breeding fee of FIVE THOUSAND DOLLARS.

9. The Buyer agrees that if the puppy is to ever be rehomed for any reason, at any time, the puppy must be returned to the Seller at no cost to the Seller.

Other Obligations/Acknowledgements/Agreements:

1. In the event of a legal dispute, legal jurisdiction shall be with Hopkins County, Kentucky. Should the Seller prevail in any civil action, the Buyer will be responsible for Seller's attorney fees.

2. The Buyer acknowledges that the Seller has fulfilled all terms of this Contract and Buyer agrees unequivocally that Buyer SHALL NOT make any representations to the contrary, or otherwise, to any person, or entity, verbally, in written correspondence, or in any social or news media (Internet, Facebook, Twitter, television, or print media, etc.)

3. This Contract shall NOT be interpreted against the Drafter.

4. By signing below, Buyer acknowledges that he or she has read and reviewed the terms of this agreement as set forth, and this written contract constitutes the entire agreement regarding the health, condition, care and loss of the puppy between the Buyer and Seller and that NO other representations, either oral or written have been made regarding the described dog/puppy, and that the Buyer had received a copy of this form. Then puppy MUST be seen by a Certified Licensed Veterinarian within three (3) days of new ownership for the warranty to be valid. A copy of the examination MUST be mailed or emailed within three (3) days of the examination. Failure to do so will VOID warranty.

5. Any warranties/guarantees expressed herein are non-transferable.

Buyer _____

Address _____

City/State/Zip _____

Phone _____ email _____

Buyer's Signature _____

Seller's Signature _____

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