

## **SALES CONTRACT AND HEALTH GUARANTEE**

Daisy Hill Bernedoodles ● Randy Parker, DVM ● (719) 331-9206

Puppy:

Sex:

Microchip #:

Birthdate: June 26, 2021

PRICE OF PUPPY: \$3500.00

NON-REFUNDABLE DEPOSIT: \$500.00

DAM:

DAM MICROCHIP #:

SIRE:

SELLER: Randy Parker, DVM/ Daisy Hill Bernedoodles

PHONE #: (719) 331-9206

EMAIL ADDRESS: [DaisyHillPups@gmail.com](mailto:DaisyHillPups@gmail.com)

PURCHASER:

### **NEW PUPPY HEALTH GUARANTEE**

The SELLER hereby guarantees that the above described puppy is believed to be healthy at the time of sale. SELLER also guarantees that the above described puppy has received appropriate vaccinations and deworming for puppy's age at the time of sale.

PURCHASER has four (4) days from the time of receipt of the puppy to have the described puppy examined by a licensed veterinarian. Proof of examination must be provided to SELLER from PURCHASER. Any Health Guarantee described in this Sales Contract will be terminated immediately if puppy is not examined within the allotted four days.

The New Puppy Health Guarantee does not include viral illnesses, infections, improper bites, umbilical hernias, hypoglycemia, Giardia, or Coccidiosis. The New Puppy Health Guarantee does not include any other treatable condition contracted after pick-up from Daisy Hill Bernedoodles.

### **TWO YEAR GENETIC DEFECT HEALTH GUARANTEE**

Daisy Hill Bernedoodles offers a 2 Year Genetic Defect Health Guarantee. This health guarantee only applies to the original PURCHASER of the puppy/dog.

**SELLER guarantees, as described in this Contract, that the puppy described above will not show clinical signs of a hereditary defect through the puppy's second birthday.**

If this puppy is found to have a hereditary defect which impacts clinically on quality of life, excluding dental work, through the puppy's age of two years, as certified by a qualified veterinarian at buyer's expense, The PURCHASER must supply the seller the veterinarian's report indicating possible hereditary defects within seven days of the diagnosis. The PURCHASER must provide a copy of all available veterinary reports to the seller for review.

The SELLER has the right to require a second opinion from a veterinarian of SELLER's choice and at SELLER's expense. If the conclusion of the diagnosis, prognosis, outcome, and recommendations of the first two veterinarians do not agree, PURCHASER agrees to have the puppy evaluated by a Board Certified Veterinary Specialist at a veterinary teaching hospital or equivalent facility, agreed upon by SELLER. The cost of this examination will be split between PURCHASER and SELLER.

If the conclusion of the veterinary examinations certifies to the SELLER's satisfaction that the above described puppy/dog has a hereditary defect clinically impacting quality of life:

1. The SELLER may replace the puppy/dog of equal or greater value. It is understood that there may not be a replacement puppy/dog available at the time of requested replacement. The SELLER is given twelve months to act upon this guarantee, but action will be taken as soon as possible by SELLER.
2. Or, the SELLER may reimburse the Purchaser up to and not to exceed the purchase price of the puppy.
3. The decision to replace the dog/puppy or reimburse the PURCHASER will be at sole decision of the SELLER.
4. The above described puppy/dog will be returned to SELLER if a monetary reimbursement or replacement is made.

**This warranty includes Hip Dysplasia if determined to be a hereditary condition as described in this contract until the puppy/dog is 2 years of age.**

Daisy Hill Bernedoodles does not guarantee the above described puppy's hips against any form of dysplasia which is attributable to non-genetic causes. The hip dysplasia warranty will be terminated if the dog is allowed to become overweight or developing joints become overly stressed at any point during the warranty period. Therefore, the health guarantee does not cover if the puppy/dog is used in agility, running, jumping, or over exercise during their growth period of 24 months.

Should the dog be suspected of having hip dysplasia, the diagnosis must be confirmed by documentation from the Orthopedic Foundation of America (OFA) or Penn HIP.

This warranty does not include viral illnesses, infections, improper bites, umbilical hernias, hypoglycemia, Giardia, or Coccidiosis. It does not include any illness due to the ingestion of foreign objects, food, poison or chemicals. This health guarantee does not cover trauma or environmental factors that have adversely affected the animal, physical injury, accidents, or the mistreatment of the puppy/dog, etc. This health guarantee will not apply if the puppy/dog is allowed to become overweight or underweight.

If the above described dog is euthanized or in any way disposed of without a second opinion from the SELLER's preferred veterinarian, the PURCHASER waives all rights to a replacement puppy or to any financial payment as compensation.

**PURCHASER's Responsibilities:**

Should the PURCHASER not abide by the following responsibilities, any Health Guarantee described in this contract will be null and void.

1. The PURCHASER agrees that their puppy/dog will be housed indoors.
2. The PURCHASER agrees to feed their puppy/dog only premium dog food.
3. The PURCHASER agrees to keep their puppy/dog at a healthy weight.
4. The PURCHASER agrees to make and keep annual veterinary appointments for the puppy/dog and to keep all preventive medicine current.
5. The PURCHASER is encouraged to provide basic obedience training with their puppy within the first year of owning their dog.
6. The PURCHASER agrees to postpone strenuous, repetitive exercise until after their puppy has reached 2 years of age. Strenuous, repetitive exercise includes a person running distance with the dog on a leash or trained to follow or lead the runner. Repetitive exercise does not include the puppy/dog free playing when on a walk or on its own.

**An additional term of this contract is that the PURCHASER agrees to sign a strict SPAY/NEUTER AGREEMENT/CONTRACT as provided by the SELLER. This Contract will require the dog described above to be spayed/neutered by the age described on the Spay/Neuter Agreement/Contract. This contract will be signed before completion of the purchase of the puppy described above.**

The warranty set forth in this contract is the sole warranty and is given in lieu of any and all other warranties, expressed or implied. The PURCHASER'S sole remedy is under the warranty provisions of this Contract and SELLER will not be liable for any other damages including consequential damages, property damage, emotional distress, loss of use, business interruption, or veterinary fees unless specifically set forth in this Contract. If there is any dispute or litigation between the Seller and Purchaser, the prevailing party will be entitled to reasonable attorney fees and costs.

I, the PURCHASER of the puppy/dog described in this Contract assert that I have read, fully understand, and agree with the terms of this Contract. I voluntarily agree to all the terms stated in this contract as witnessed by my signature below.

This Contract is between SELLER, Randy Parker/Daisy Hill Bernedoodles, and PURCHASER named below:

PURCHASER NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASER SIGNATURE: \_\_\_\_\_

SELLER NAME: Randy Parker, DVM DATE: \_\_\_\_\_

SELLER SIGNATURE: \_\_\_\_\_

PRICE OF PUPPY: \$3500.00

NON-REFUNDABLE DEPOSIT: \$500.00