

**Buyers Information:** 

# PUPPY CONTRACT & HEALTH GUARANTEE

Thank you for the purchase of your new family member! We have raised these puppies with extensive love and care and are blessed to have you apart of our Heartland Frenchies, family!

Name: Address: Email: Phone: Puppy Information: Name:\_\_\_\_\_\_Sex: \_\_\_\_\_M \_\_\_\_F DOB: Color: Sire: Dam: 
 Reg #: \_\_\_\_\_\_
 Full Rights?: \_\_\_\_\_YES \_\_\_\_NO
Purchase Price: \_\_\_\_\_ Deposit Amt: \_\_\_\_\_ Due at Pickup: \_\_\_\_\_ \*ALL DEPOSITS/HOLDING FEES ARE NON-REFUNDABLE\*

Heartland Frenchies guarantee that all puppies are AKC registered and that the Dam and Sire have been genetically health tested. We also guarantee that your puppy has had all the proper vaccinations and treatments (for its age), as stated on your puppies written health record. We make no guarantee of your puppies' size, color or show quality. All puppies are health checked by *Cottonwood Creek Veterinarian Hospital* (in Waco, TX). You will receive a copy of your puppy's wellness examination in your paperwork that is sent home.

## Breeder's Health Guarantee:

- Your puppy has guaranteed health against any generical and fatal congenital defect, up until he/she is one year of age.
- This guarantee does not include giardia, coccidia, worms, kennel cough, etc. If the puppy can have full recovery, this guarantee is not covered.
- In any case your puppy is diagnosed with a life-threatening congenital defect or disease, the buyer is required to provide a written statement from their vet (along with the vet's contact information). The breeder also has the right to get a second opinion from another vet of their choice (at owner's expense).
- If your puppy has a fatal genetic or congenital defect (proven from birth), it will be replaced with another puppy of equal value/pricing. This guarantee is by replacement only, Heartland Frenchies WILL NOT do cash refunds.
- No replacement will be made on a deceased puppy until an autopsy is preformed, in order to determine cause of death. The autopsy must be performed by an accredited institution that is set up for such procedures, such as Texas A&M University (not your local vet).
- This guarantee is null or void upon any evidence of abuse, neglect, or if the buyer fails to maintain annual check-ups with a qualified veterinarian. Proof of said maintenance must be furnished upon request of breeder. The guarantee is non-transferrable.

Buyer's Initials: \_\_\_\_\_

## Terms of Sale:

- Your puppy must be paid for in full prior to the release of the puppy to the buyer. (Unless other agreements were established)
- Buyer agrees to provide the proper care and safety for the puppy, including shelter, nutritious food, water, and exercise. (Including routine physical examinations, vaccinations, and preventative care.)
- Buyer agrees to have the puppy examined by a qualified, licensed veterinarian within 72 hours of delivery/pickup or the contract is void.
- Once you receive examination results, Heartland Frenchies must be informed within 2 days, of the results. Once you receive a clean bill of health for your puppy, please email us at <u>heartlandfrenchiestx@gmail.com</u> (Failure to report will result in a cancellation of this guarantee).
- Buyer agrees to keep the puppy restricted to their home environment until a week of their fourth and final puppy vaccination. The puppy should not be taken to any pet stores, dog parks, or doggy daycares, where the risk of contracting any diseases is high.

- Surrendering this puppy/dog to a shelter or rescue must NEVER happen! You must contact us immediately if you are no longer able to care for this pet.
- If you are not providing adequate shelter, food, water and proper veterinary care, or is otherwise in breach of this agreement, Heartland Frenchies is entitled to take back the dog and make appropriate arrangements for the dogs care or re-adoption. Should such event occur, any adoption fee made by you will be forfeited.
- Any dispute or litigation concerning the health guarantee that cannot be settled by both parties, must be settled in McLennan County, TX. This is a legally binding document. In the event of legal action, buyer(s) agree to be responsible for their own legal costs, including but not limited to seller's attorney fees and legal costs.

Buyer's Initials: \_\_\_\_\_

### Breeder Clause:

Any dog that has sired or whelped one or more puppies, is no longer covered under this guarantee. If you should decide to re-home your puppy from Heartland Frenchies, the breeder has first right to ownership. In the case that we accept the dog back, the breeder agrees to pay 15% of original adoption cost.

If for any reason, the breeder does not take the dog back, you agree that the dog will only be sold to a "pet home" and that you will guarantee that the dog will be spayed/neutered, prior to being sold or transferred.

Buyer's Initials:

The breeder and buyer, both, agree to the Terms and Conditions governing the purchase and sale of the stated puppy.

Buyer's Signature: \_\_\_\_\_\_ Seller's Signature: \_\_\_\_\_

Sellers's Information:

#### Heartland Frenchies

Kimberlee Crawford

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