** Healing Pawz LLC Puppy Contract**

**TERMS AND CONDITIONS**

### 1. Deposit, Payment of Purchase Price, Fees

Buyer has paid a non-refundable deposit of $ 350.00, towards the balance due upon release of the Dog to Buyer. Payment of the balance will be in cash.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

1. Buyer fails to complete the purchase of the Dog for any reason, or
2. Buyer fails to pay the balance of the Purchase Price within \_\_\_1\_\_ day of the agreed delivery date.

### 1. Transfer of Ownership and Registration

Upon payment in full of the Purchase Price, Seller (at Seller’s sole cost) shall promptly take all actions required to officially transfer ownership and registration (if any) of the Dog to Buyer.

**2. Seller’s Representations and Warranties** Seller represents and warrants to Buyer that:

1. The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
2. The Dog is in good health at the time of this sale. Buyer has 5 days from the delivery date to

have the Dog examined by a licensed veterinarian, at Buyer’s sole cost. If the Dog fails the examination, Buyer may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by Buyer to have the Dog examined within the 5 day period will nullify this warranty. If Buyer chooses to keep the puppy, no replacement will be given, and all medical costs and treatment are sole responsibility of the Buyer.

Buyer understands that the following slight genetic defects are not considered serious, or life threatening and therefore are not covered umbilical hernia, cherry eye, undescended testicle, under or overbite, grade 1 or 2 patella’s. Our parents have been DNA tested through EMBARK meaning our puppies are less likely to develop inherited diseases, but I cannot guarantee that your puppy will never develop any health problem, just as a pediatrician cannot guarantee a child will never develop any health problems in the future. Some things are just not able to be predicated.

Seller does **NOT Guarantee** against low-blood sugar(Hypoglycemia), any environmental temperament problems, allergies, respiratory infections including, but not limited to, Bordetella/Tracheobronchitis, (kennel cough), loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, demodectic mange, pneumonia, ear mites, ear infections, cherry eye or any other non-life-threatening issues, open fontanel, bone or joint disorders such as but not limited to luxating patella’s and heart murmurs that are not life threatening.

While I do my best to make sure my pups are free from parasites such as ticks, fleas, worms, coccidia, giardia, and mites, I do not include these as they are common and can be picked up via vet, groomer, boarding kennels, and other pets.

All of my puppies have completed their regimen of immunization to their age-appropriate vaccination schedule at time of delivery. **It is the Buyer’s responsibility to set up an ongoing appropriate vaccination schedule with your vet.** I assume no responsibility for any illness to other household pets resulting in being exposed to your puppy without complete vaccinations. Also, seller cannot guarantee the puppy against illness brought on by the stress of being transported over long distances, such as motion sickness or hypoglycemia (sugar drop),

1. No guarantee as to adult size: weight, color, or coat length.
2. Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization.
3. To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog’s lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog’s return was a result of any misrepresentation on the part of Seller with respect to the **Dog’s health**.

**\*\*\*Please do NOT expose your puppy to other dogs that are not vaccinated until he/she has completed the entire vaccination schedule- around 16-20 weeks old. Healing Pawz LLC is not responsible for any contractible diseases or infections if seller does not adhere to this recommendation from the Breeder.**

### 4. Fitness of Purpose

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog’s fitness for any specific purpose, including obedience trials, show ring performance, and/or breeding purposes. Buyer understands this dog being sold with full breeding rights. However, I represent my puppies as being suitable as pets only. I make no claim that they are suited as breeding or show animals and I offer no compensation for circumstances or characteristics that limit the dogs ability to be bred or be competitively shown, However, the breeder cannot be held liable for the authenticity of the pedigree behind this puppy.

### 5. Buyer’s Representations

Buyer represents to Seller that:

1. The Dog will reside with Buyer as companion pet to Buyer and Buyer’s family.
2. Buyer will keep the Dog in an enclosed area of adequate size and will not allow the Dog to roam at will. Buyer will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
3. Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
4. Buyer is not acting as agent for any other person or business in the purchase of the Dog.
5. Buyer will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
6. In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

### 6. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller’s costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

### 7. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

### 8. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

**\*\*\*All puppies will be supplied with his/her AKC or CKC registration papers, 30 -day initial health insurance, Pet health record, Science Hill puppy dry food, toy, written resources, and puppy pads.**

|  |  |
| --- | --- |
| Date | Signature of Buyer |

Date Signature of Seller

***Acknowledgement of Receipt***

I acknowledge that I have received the Dog into my possession.

Date Signature of Buyer