

Sales Contract & Health Guarantee

5K KENNELS

Dan & Gretchen Bruhn
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(712) 722-1737

This agreement is made and entered into on _____ 20____ by

Dan & Gretchen Bruhn of 5K KENNELS, hereafter referred to as SELLER and:

Name(s) _____

Address _____ City _____ State _____ Zip _____

Phone _____

Hereafter referred to as BUYER (Owner).

THIS CONTRACT IS FOR THE PURCHASE OF AN _____.

Call name of DOG/PUPPY _____ DOB _____

COLOR _____ SEX _____

SIRE _____ DAM _____

DEPOSIT:

There is a \$300 non-refundable deposit due to reserve a puppy. This amount will be applied to the sales price of the puppy.

TERMS OF SALE:

It is understood at the time of sale that this puppy is not considered to be of show or breeding quality but is structurally and temperamentally suited as a pet/companion dog.

Seller makes no guarantees of the puppy's mature color or size, as it is impossible to know an exact weight and height.

There will be no refunds due to incompatibility, allergies, change of mind, and/or landlord disputes. Please call us if you are having problems, and we will try and help you re-home your puppy.

Seller is not responsible for any future veterinary bills incurred.

GUARANTEES BY BUYER:

- 1) Buyer assumes full responsibility for the proper welfare of this puppy. Buyer will, at all times, provide this puppy with appropriate care, including but not limited to nourishment, housing, veterinary care, and social attention.
- 2) Buyer agrees to pick up the puppy from the Seller no sooner than when the puppy is 8 weeks old and not later than when the puppy is 9 weeks old. If the puppy is not picked up by the time the puppy is 9 weeks old, the Buyer will forfeit his/her deposit (\$300) and the Seller will have full rights to sell the puppy to someone else.
- 3) Buyer agrees to have the puppy examined by a licensed veterinarian within four (4) business days after receiving the puppy. Proof of examination must be provided to Seller. If this clause is violated, the Health Guarantee becomes null and void.
- 4) Buyer understands that this puppy is sold as a **PET ONLY** and is not to be bred. Buyer agrees to have the puppy spayed/neutered by the time it reaches twelve (12) months of age to prevent any accidental breeding. Buyer agrees to supply Seller with a veterinarian's letter by mail as proof of a neuter/spay within

7 days of the procedure. If Buyer fails to spay/neuter this puppy and provide proof to the Seller by one year of age, rights and ownership of the dog will automatically terminate and revert back to Seller who may immediately assume possession of the dog. Seller's reasonable attorney's fees for recovery of the dog will be paid by the Buyer. *(This does not mean that this puppy is an inferior dog. This puppy is simply better suited as a pet than a breedable show dog. Given the proper amount of love and attention, nothing should prevent this puppy from becoming an excellent pet, "best friend" and important family member.)*

- 5) Buyer agrees to and understands the following conditions: The puppy shall not be sold, leased, or given to any pet shop or research establishment. Buyer further agrees that said puppy shall not be used for medical or any other experimental purposes or sold to supplier or wholesaler.

GUARANTEES BY SELLER:

- 1) Seller guarantees the said puppy is believed to be healthy at the time of sale and has received appropriate vaccinations and worming for age.
- 2) Seller guarantees the said puppy's health against life-threatening hereditary defect for one (1) full year from the puppy's date of birth. The "Health Guarantee" covers all details.

HEALTH GUARANTEE:

No other health guarantee is given except in the case of a genetic or hereditary defect, excluding dental, which develops within the first year of the dog's life, to the extent that it renders the dog unsuitable as a pet (heart, kidney, lungs). If within that time period a life-threatening congenital defect is found, Buyer will have the option of a replacement puppy of equal value when one becomes available, or a refund of the purchase price if there are no expecting litters within 90 days of the refund request.

All claims for a replacement must be accompanied by a veterinarians report. Seller reserves the right to have the puppy examined by their own veterinarian if necessary. Seller will replace this puppy with another of the same breed, quality, and sex. The replacement will be subject to availability (within 90 days) or a full refund will be issued to Buyer.

In the unlikely event of this puppy's death in the first 12 months, due to a congenital defect, a statement from a veterinarian confirming such an event and cause is required before Seller will take any action. If the cause is unknown, an autopsy is required at Buyer's expense. Under no circumstances is this puppy to be euthanized without Seller's knowledge and consent. Under no circumstances will Seller be responsible for veterinary or medical bills incurred. Seller is not obligated to refund any of the purchase price except as stated in conditions above.

Seller will not be responsible for Parvo or Distemper virus after the first 24 hours of puppy's sale, as these are viral diseases and they can be contracted immediately after leaving our home. We implore common sense to the Buyer to not take the puppy to any public areas or around other puppies until the vaccination schedule has been completed. Any violations of the terms in this contract render all guarantees null and void.

This warranty does not include viral illnesses, infections, improper bites, hernias, hypoglycemia, Giardia, or Coccidiosis. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, or physical injury.

This written agreement is the entire agreement between seller and buyer of the animal (as signed below) concerning the health and condition or loss of the puppy purchased today. I understand and accept the terms and conditions as stated herein.

Buyer signature: _____ Date: _____

Seller signature: _____ Date: _____