# SELAH SPRINGS PUPPIES, LLC

# Dog Health Warranty, Purchase Agreement and Spay/Neuter Contract

This AGREEMENT is made	de and entered into this	s day of	, 20
by and between Selah Spri	ngs Puppies, LLC (her	reafter known as "SELLER") and	
		(hereafter known as "BUYE	R") (printed name)
for the purchase of a puppy	to be determined on t	he day of pickup from the litter	, ,
whelped on the	day of	, 20	
Gender: ident	ified by	, 20	
SIRE:		AKC or GANA#:	
DAM:		AKC or GANA#:	
Referred here in after as "t	he PUPPY."		
contract as witnessed by th	eir signatures below. Reservation fee of <u>\$50</u>	UYER and SELLER agree to all term  O is due on signing of this contract, p	
SELLER: Selah Springs Puppies, L	LC	BUYER: (printed name)	
8601 County Road 8		Address:	
Brighton, CO 80603		City/State/Zip:	
720-755-8737		Phone:	
		Email:	

### **HEALTH GUARANTEE**

- 1. SELLER guarantees that the PUPPY is in good health and has received appropriate medical inoculations, worming and care. Color, curl, and size of dog is not guaranteed. SELLER will provide BUYER with a medical record detailing treatment the PUPPY has received under SELLER'S care.
- 2. The SELLER provides warranty against debilitating congenital defects for a period of 2 years after the date of the PUPPY's whelping.
  - A. SELLER has taken steps with the sire/dam selection and breeding to prevent hereditary issues.
- B. Debilitating congenital defects are defined as those present since birth that are life-threatening and end in death within the first two years after the date of the PUPPY's whelping.
- C. BUYER agrees to pay for and supply any requested veterinary records related to the PUPPY's condition to the SELLER within seven days of diagnosis. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies). SELLER has the right to require a second opinion from a veterinarian of the SELLER's choice at the SELLER's expense. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.
- D. If a congenital defect is identified within the warranty period, the BUYER has the option to obtain a replacement puppy from the SELLER, of equal or lesser value; or SELLER will replace the PUPPY as soon as a new litter of similar size/breed is available from SELLER. Color, curl, size and

gender is not guaranteed. This warranty does not include viral illnesses, infections, improper bites, stress-related illnesses, hernia, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food chemicals or physical injury. NO warranties or guarantees, expressed or implied, are made under this contract except as stated.

- E. This warranty is non-transferrable.
- 3. It is to be clearly understood, that the SELLER does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense after BUYER takes possession of PUPPY.
- 4. The BUYER agrees to have the PUPPY examined by a licensed veterinarian within **three** (3) **business days** of taking possession of the PUPPY.
- A. If the PUPPY is found to be in poor health, the BUYER has the option of returning the PUPPY to the SELLER, at the BUYER's cost for a full refund.
- B. The BUYER will provide a written statement from a licensed veterinarian clearly stating the defect or illness of the PUPPY.
- C. If the PUPPY is not taken to a licensed veterinarian within three business days of taking possession, BUYER accepts PUPPY in current condition with no further guarantees.

## **SPAY/NEUTER AGREEMENT**

1. BUYER agrees that the PUPPY is sold as a pet and shall not be used for breeding purposes. Buyer agrees to spay/neuter the PUPPY at or before 12 months of age. Violation of this condition will result in a \$10,000 fine plus all income made from the litters payable to the SELLER. Proof of spay/neuter in the form of a Certificate of Spay/Neuter is to be forwarded to the SELLER by 12 months of age.

#### **TEMPERAMENT**

- 1. SELLER strongly recommends that BUYER attend obedience classes within the first year and provide proper socialization opportunities for the PUPPY.
- 2. SELLER shall not be held responsible for acts of the PUPPY, which are due to BUYER'S negligence.

### **GENERAL**

- 1. BUYER agrees to allow SELLER the right of first refusal should BUYER decide to sell, relinquish or transfer the PUPPY.
- 2. BUYER understands that color, curl, and size of PUPPY at maturity is not guaranteed.
- 3. The BUYER allows the SELLER to use any pictures of the PUPPY that the BUYER posts on social media for the purposes of reposting or sharing on FaceBook, Instagram, their website, Twitter, etc.
- 4. BUYER and SELLER agree that this Agreement will be governed by the laws of the State of Colorado and may not be altered, modified or rescinded unless agreed to in writing by BUYER and SELLER.

BUYER print	DATE	
BUYER sign		
SELLER print	DATE	
SELLER sign		