



Dog Health Warranty, Purchase Agreement and Spay / Neuter Contract

This contract is between: Tennessee Hills Australian Shepherds (Hereafter "Seller") and _____ (Hereafter "Buyer") and is entered on this date: _____

Pertaining to:

Puppy Name: _____ Birthdate: _____ Gender: _____

Sire: _____ Dam: _____ Color: _____

Seller's Responsibility:

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:

- A. Age-appropriate immunizations
- B. Subcutaneous microchip (unless buyer opts out)
- C. Deworming schedule recommended by a Licensed Veterinarian
- D. Vet Exam/Clearance

2. The Seller provides warranty against debilitating congenital defects for a period of one year after the date of sale.

A. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.

B. Debilitating congenital defects are defined as those present since birth that are either life threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian

i. Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis.

ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary

specialist of the Seller's choice at the Seller's expense.

iii. 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 from the next available litter.

i. Color or gender is not guaranteed but every effort to meet the wishes of buyer will be respected and the wait may be as long as 6-12 months.

ii. Any costs associated with travel expenses in transporting replacement puppy, if applicable, are to be covered by Buyer.

iii. If breeder is unable to provide Buyer with an acceptable replacement puppy within 12 months then Breeder will refund the purchase price of the puppy.

E. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.

F. This warranty does not include viral illnesses (unless puppy is diagnosed within 3 days of going home), infections, improper bites, stress-related illness, hernias, 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.

G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.

H. This warranty is non-transferable.

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.

Buyer's Responsibility:

1. The Buyer agrees to pay the Seller a total sum of agreed upon amount. This fee does not include shipping. If the puppy must be delivered by the seller, the buyer agrees to pay a transport fee (transport fee may vary depending upon current gas prices and mileage).

2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.

3. The Buyer agrees to have the puppy examined by a licensed veterinarian within three (3) business days of taking possession.

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.

C. If the puppy is not taken to a licensed veterinarian within three business days of taking

possession, the health warranty is void except in regards to a congenital defect diagnosed within the timeframe listed above.

D. Please ensure that the puppy is kept in a kennel or held in your arms or lap in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.

E. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.

4. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home). We take every effort to ensure that puppies are free of parasites including deworming at 4, 6 and 8 weeks as well as a fecal exam at 6 weeks.

A. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.

B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).

C. Most parasites can be contagious, and it is possible that other dogs in the house can get them.

D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.

5. The buyer agrees to provide the best possible care for their puppy for the duration of his or her life. This

includes but is not limited to:

A. Housing the puppy indoors or in a secured fenced area with proper shelter outdoors.

B. Feeding only a premium quality, complete food intended for dogs

C. Maintaining their puppy at a healthy weight

D. Having their puppy seen by a licensed veterinarian for a wellness exam annually

E. Taking their puppy to the licensed veterinarian if he or she gets sick or is injured

F. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association

G. Administering heartworm preventative medication

H. Registration of microchip (unless seller has already done so)

6. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.

7. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.

8. The Buyer agrees to contact the Seller **immediately** if the Buyer determines they are unable to keep their puppy for any reason. The Buyer and Seller will jointly determine how the dog will be rehomed.

9. The Buyer agrees to NEVER place their puppy with a rescue group, in a shelter, pound, or similar facility

or research laboratory.

10. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.

Spay and Neuter Contract:

1. Spaying/neutering/gonad sparing surgery (GSS) by a licensed, reputable veterinarian is required on the above puppy at 9-12 months of age.

A. Proof of this, in the form of a Certificate of Spay/Neuter from the Veterinarian, must be forwarded to the Seller by the time the puppy reaches 12 months of age.

2. It is understood that at the time of sale that the puppy is not to be used for breeding. It is a representation of its breed and it is structurally and temperamentally suited for a companion and / or working dog. It is being sold as a pet without breeding rights.

Indemnity

Buyer agrees to indemnify and hold the Breeder harmless from and against all claims, liabilities, losses, cost, damages and expenses by reason of any damage property or injury or death to individuals allegedly caused by the Dog.

By signing this contract, I agree to all of the previous terms of the contact and warranty

First and Last name: _____

Co-Buyer First and Last Name: _____

Address: _____

Phone # _____

Email: _____

Buyer Signature: _____ Date: _____

Co-Buyer Signature: _____ Date: _____

Seller/Breeder Signature: Nicole Flory Date: _____