

# Winding Creek Ranch Puppy Purchase Agreement

This contract is between Christy Stevens of Winding Creek Ranch, herein after referred to as SELLER and \_\_\_\_\_, herein after referred to as BUYER(s).

Address of  
Buyer: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Seller agrees to sell Buyer a puppy born: \_\_\_\_\_ Breed: \_\_\_\_\_ Gender: \_\_\_\_\_

Generation: \_\_\_\_\_ Size: \_\_\_\_\_ Color: \_\_\_\_\_ Microchip #: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

For the warranty amount of: \_\_\_\_\_

1) The Buyer agrees to provide a life-long commitment, comfortable environment, routine veterinary care, routine grooming, high quality diet, safety, and responsible containment. Buyer agrees to feed high quality dog food, at least equivalent to what the puppy is already eating, and provide fresh, clean, water throughout the day.

2) **The Seller guarantees this puppy/dog to be of sound health and temperament at the time of this sale.** A health record of all shots and de-worming will be provided by the Seller. The Buyer agrees to take this dog to a licensed veterinarian of his choice, within 72 hours, for a physical examination. If Buyer is unable to have the puppy seen by a vet within this time frame, the genetic portion of this warranty will NOT be affected. If puppy vaccinations are given more often than every 3 wks, the Seller's portion of this warranty becomes null and void. It is recommended that the rabies vaccination be given a full 4 weeks from any other vaccination and by itself.

3) The Seller guarantees the puppy against viruses, Parvo and Distemper, for 72 hours. If, within the first 72 hrs, a vet determines the puppy was unfit for adoption due to illness, disease, or congenital disorder, Buyer may return the puppy to Seller for a full refund. Buyer must contact seller immediately and provide proof of such condition from the examining vet. Alternatively, if treatment is available, and Buyer wishes to keep the puppy, Buyer may work with Seller to determine a fair plan of action.

4) The Seller must be informed immediately if any health issues are found during any vet examination that would be a warranty concern.

**Initials** \_\_\_\_\_

5) This puppy is warranted, until 24 months of age, against the following fatal and severely life altering congenital and genetic diseases:

- a) Hip Dysplasia - must be diagnosed by OFA and a copy of the report sent to Seller
- b) Elbow Dysplasia - must be diagnosed by OFA and a copy of the report sent to Seller
- c) All other genetic conditions must be diagnosed by a veterinarian who specializes in the body system of concern and will need to have sufficient testing to support the diagnosis. All testing results must be sent to the Seller. All such diagnosed, genetic conditions that alter the dog's life to the point of requiring long-term treatment, or requiring surgery, will be covered.
- d) Sudden unexplained death - necropsy to be performed at Buyer's expense and report sent to Seller.
  - In order for any report to be accepted, it must be printed on business letterhead, coinciding with particular medical facility and be signed and dated by the associated Dr.
  - If the dog dies within this 24 month time frame, Buyer will pay to have a necropsy done to ascertain/confirm cause. If reason is found to be genetic or congenital, the Seller will replace the puppy. A copy of the report must be sent to Seller.

Seller will reimburse Buyer, for treatments, concerning the diagnosed genetic condition, up to the original purchase price of the puppy. If the vet recommends the puppy/dog be euthanized, due to poor quality of life, resulting from the diagnosed genetic issue, Seller will replace the puppy with one of equal value, from a future litter. **Buyer will NEVER be required to return the original purchased dog in order to qualify for warranty coverage.** This warranty does NOT cover any testing, improper bites, teeth needing pulled, hernias, hypoglycemia, bacterial infections, internal and external parasites, reactions to vaccines, allergies, ear infections, ingestion of foreign objects, chemical or food intolerance, medical conditions due to misuse of vaccinations, nor any physical injury.

6) If Buyer can no longer retain possession of this dog, Seller is to be notified immediately. If a suitable home cannot be attained, Seller will be given first option resuming full ownership of dog for purpose of re-homing. No refunds will be given. The dog will be returned to Seller, in good health, free of parasites, freshly groomed, with all registration papers (if applicable) and medical records. The Breeder/ Seller reserves the right to approve/prohibit any transfer of this animal to a third party. Under no circumstances will this dog be sold, leased, traded or given away to any pet shop, research laboratory, animal shelter or similar facility.

Initials \_\_\_\_\_

7) Buyer understands, at the time of sale, that this puppy is being sold for the purpose of a companion dog ONLY. It is structurally and temperamentally suited as a companion and/or obedience dog. Buyer understands that adult sizes are an estimate only, based on Sellers experience. No guarantees are made in relation to size, coat type or amount of shedding. **This dog is strictly prohibited from being used for breeding purposes. If spay/neuter has not been completed and proof of such procedure provided to the Seller by the time the dog is 8 months old, the Seller's portion of this contract becomes null and void.** If it comes to the knowledge of the Seller that this dog is being bred, in direct breach of this contract, the Buyer relinquishes all rights to this dog and its offspring (if applicable). **Buyer agrees to pay the Seller \$40,000 in damages, in the event the dog is bred, in direct breach of this contract. This will be legally enforced.**

8) The Seller will not be responsible for any veterinarian fees or costs outside of the genetic coverage stated in this warranty. Buyer is aware that owning a puppy means trips to the veterinarian and understands that he/she will be responsible for all payments.

9) The Seller is not responsible for temperament issues as they can be caused by a lack of training, discipline, or proper dog socialization. Seller will not be held legally responsible for any human injury associated with this puppy/dog not limited to, but including, dog bites.

10) In the event of any litigation in connection with this contract, all attorney fees will be paid by the losing party. All legal appointments, requiring the presence of the Seller, will take place in the county/state of the Seller's residence. This contract is valid only for original purchaser and puppy. It is not transferable.

**I, the Buyer, promise to spay/neuter this puppy before the day it turns 8 months old. I will send proof of the procedure to the Seller. I understand that only official veterinary documentation will be accepted and will include this dog's name, the date, and procedure that was performed. I understand if I do not send proof of spay/neuter by \_\_\_\_\_, the Seller's portion of responsibility, in this contract, becomes null and void without exception.**

By signing my name below, I understand that this contract is a legal binding document. I acknowledge that I am the Buyer. I have read, fully understand, and agree with all of the contents of this contract.

**Signature of Buyer:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Seller:** \_\_\_\_\_

**Date:** \_\_\_\_\_

