

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 this puppy a life-long commitment, safe containment, comfortable indoor housing, routine veterinary care, and routine grooming. Buyer agrees to feed high quality dog food, equivalent to what the puppy is already eating, with no corn, wheat, soy, or animal by-products in the ingredient list. Buyer also agrees to provide fresh, clean water throughout each 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. **If this puppy is ever given an all-in-one, combo preventative drug, such as, but not limited to, Simpario Trio, Nexguard, Bravecto, Credelio, Comfortis, etc., the Seller's portion of this warranty becomes null and void.**

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, within 48 hrs, if any health issues are found during any vet examination that would be a warranty concern. Failure to comply will result in lack of warranty coverage.

Initials _____

- 5) This puppy is warrantied, 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. Superficial and/or aesthetic conditions will not be covered as they do not affect the dog's quality of life. Other diagnosed, genetic conditions that alter the dog's life to the point of requiring long-term treatment, or requiring surgery, will be covered. Any condition must be 100% proven to be genetic, with no other possible cause, or there will be no warranty coverage.
 - 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 proven to be genetic or congenital, with no other possible cause, 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. Prior to return, a vet exam and report will be required, showing the puppy is in good health with no concerns. Seller is not required to issue a refund. 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. Seller agrees to spay/neuter this puppy, by 8 months of age, and will submit all proof, to SpaySecure. If procedure has not been completed and proof of such procedure provided to SpaySecure, by the time the dog is 8 months old, the Seller's portion of this contract becomes null and void. In addition, if Buyer does not comply to spay/neuter requirements, Seller will assume intent to breed and will seek damages to the fullest extent. This is a legally binding agreement.**

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.

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: _____