

WHITE'S ASHWOOD KENNEL
PUPPY PURCHASE AND SALES AGREEMENT

The following agreement is between White's Ashwood Kennel; hereafter referred to as "**Breeder**"

and _____

whose address is:

(Street) (City) (State) (Zipcode)

(Phone)

hereafter referred to as "**Buyer**" for the sale and purchase of one purebred puppy:

Sex _____ Color _____

Breed _____

Whelped on: _____

A. Purchase price of _____ U.S., paid by the Buyer to the Breeder. **A non-refundable payment** of _____ has been made on _____.

Check # _____

The balance of the purchase price _____ must be paid in full, in cash before Buyer takes possession of the puppy.

B. The Buyer shall provide the dog with humane means of regular exercise. The dog shall not be kept constantly chained or constantly outdoors.

C. Buyer has 48 hours from the hour Buyer takes possession of the dog to take puppy to Buyer's licensed veterinarian for a health inspection to make this contract legally valid regarding breeders health guarantee. All Buyers are required to obtain is a written health analysis from Buyer's chosen vet at time of this vet check to be sent by mail back to seller within 10 days no matter what the findings. Failure to have puppy vet checked within the forty-eight hours will result in the Buyer accepting the puppy "as is" and this guarantee is null and void. There will then be No guarantee whatsoever on puppy/dog. Should the puppy be determined to be in a life threatening condition, at the time of this vet check, and the cause of the illness is clearly attributed to the Breeder, the puppy may, upon a written diagnosis from vet who performed the examination, be returned for another puppy of equal value, determined by the Breeder. Notification of the illness must

be made to the Breeder within 24 hours of this inspection. If Buyer does not return puppy alive, within 48 hours of this vet check there will be no replacement and buyer accepts puppy "as is".

- D. It is necessary for the Buyer to complete the normally recommended schedule of inoculations on time, in order to protect the puppy's health, and for the guarantee to remain valid. It is expected that the Buyer will have yearly exams for the puppy including heartworm, fecal examination, and all vaccinations required by your veterinarian. Buyer is responsible for all veterinarian charges at all times. This guarantee shall become null and void if the puppy is given any vaccinations within 7 days of purchase and/or if puppy is sold or given to another party.
- E. Puppies are guaranteed for the first year of life against any life threatening congenital disease. The written opinion of three unassociated licensed veterinarians' (one of them being Breeder's choice) is required to determine that the puppy indeed has a life threatening defect that was present since birth. If puppy dies within this one-year time frame, the Buyer will pay to have it autopsied by a state lab; no local veterinarian will be accepted. Breeder must be notified within 2 business days of the problem and if cause is congenital, Breeder will replace the puppy with puppy of equal value, determined by Breeder, as soon as one is available. At no time will money be returned instead of a puppy. No replacement will be given if the puppy has been euthanized without prior written permission of the Breeder. Any physical problem which is or could be the result of injury, over feeding, underfeeding, or due to out of date records of vaccinations is not covered under this guarantee. A returned puppy must be returned to the Breeder in good condition, other than the specified problem, at the Buyer's expense. At that time the Buyer will then qualify for a replacement puppy.
- F. No size, color, or temperament, is guaranteed of puppy in adulthood. The puppy is sold by the Breeder to the Buyer for a pet and the Breeder is not responsible for puppy to be suitable for any other purpose including, but not limited to showing or breeding. Minor defects that are of little consequence for the puppy's health are not covered, such as minor under bite, over bite, or a hernia. Breeder's noted defects are not covered by this guarantee. The Breeder does not guarantee a puppy that develops Hypoglycemia, (buyer should make themselves aware) retained baby teeth, hernias, loose knees (patella), or open fontanel. This guarantee does not cover any adverse reactions to vaccinations, medications, or complications with surgeries. This warranty does not cover Coccidia or Giardia.
- G. This contract is null and void if the terms and conditions are not fulfilled. After the puppy is one year old this guarantee is void. All sales are considered initiated, transacted and finalized in Decatur County, Iowa. All expenses incurred, medical or otherwise, by the Buyer, are the sole responsibility of the Buyer. Any shipping expenses are always paid by the Buyer and never refunded. Puppies must be paid for in full before delivery. Puppy sales are subject to Iowa sales tax.

