



Hollyberry Hollow

Dog Health Warranty, Purchase Agreement and Spay / Neuter Contract

This contract is between:

Hollyberry Hollow Standard Poodles

(Hereafter "Seller")

and

(Hereafter "Buyer")

and is entered on this date:

Pertaining to:

Puppy Name: Hollyberry Hollow's _____

Birthdate: _____

Gender: _____

Sire: _____

Dam: _____

Microchip #: _____

Seller's Responsibility:

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

- Age-appropriate immunizations
- Subcutaneous microchip
- Deworming
- Health certificate (available at the time the Buyer takes possession)

The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.

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

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.

- Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
- Buyer must supply any requested veterinary records related to the dog's condition to the seller within seven days of diagnosis.
- 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.
- If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

If a debilitating 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.

- Original puppy need not be returned, provided there is proper documentation of the debilitating congenital issue.
- Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 12-24 months.
- Colour or gender is not guaranteed.
- Shipping fees and any costs associated with the shipping of the original puppy will not be refunded, and any shipping fees required for a replacement puppy are to the responsibility of the Buyer.
- 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.

This warranty does **not** include viral illnesses, bacterial illnesses, infections, improper bites (malocclusion), stress-related illnesses including but not limited to: gastrointestinal issues, urinary tract infections, ear infections, etc, hernias, hypoglycemia, parasites (including giardia or coccidiosis), allergies, cancer or endocrine disorders. It also does not include any illness or injury 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.

This warranty is non-transferable.

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:

The Buyer agrees to pay the Seller a total sum of \$3500 (\$500 consultation and reservation fee, \$3000 purchase price). This fee includes Canadian Kennel Club registration, a lifetime training membership with Baxter & Bella, a contribution toward the cost of the puppy's sterilization surgery, and the warranty outlined above. This fee does not include shipping. If shipping is required, the Buyer agrees to pay for shipping, and for a travel crate.

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.

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

- If the puppy is found to be in poor health (excepting the conditions outlined in "Seller's Responsibility" above), the Buyer has the option of returning the puppy to the Seller, at the Buyer's cost, for a full refund of the purchase price (i.e. \$3,000).
- The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
- If the puppy is not taken to a licensed veterinarian within three business days of taking possession by the date agreed-upon above, the health warranty is void.
- Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
- Do not let the puppy walk on the floor in the veterinary office and confirm the room was cleaned prior to putting your puppy on the table. We recommend bringing a clean towel or blanket with you to be safe.

Once the Buyer assumes ownership, the Buyer is responsible for all medical expenses associated with the treatment of any illnesses with which the puppy may be diagnosed, even if the puppy has parasites present when sent home.

- If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
- It is common for puppy parasites to flourish after joining their new family (stress and change can contribute to this).
- Most parasites can be contagious, and it is possible that other dogs in the house can get them.
- Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.

The Buyer agrees to provide the best possible care for their puppy for the duration of their life. This includes but is not limited to:

- Housing the puppy indoors
- Feeding only a premium quality, complete food intended for dogs, or a comprehensive raw or homemade diet if recommended by the Buyer's certified animal health professional
- Maintaining their puppy at a healthy weight
- Ensuring their puppy engages in only age-appropriate exercise (see pamphlet in puppy pack)
- Having their puppy seen by a licensed veterinarian for a wellness exam annually
- Taking their puppy to the licensed veterinarian if he or she gets sick or is injured
- Keeping all immunizations current according to the guidelines of the Canadian Veterinary Medical Association
- Administering heartworm preventative medication (if living in an area of concern)
- Registration of microchip

If you are not willing to provide the best possible care, then please do not buy a puppy. If you are unable to continue providing appropriate care, please contact the Seller so we can mutually work on next steps.

The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog. The Seller has purchased and included a lifetime membership to Baxter & Bella online puppy school to facilitate this.

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 (see "Appropriate Exercise" handout included in your puppy package). Failure to adhere to this expectation will void any guarantee or warranty related to joints or ligaments (i.e. dysplasia, luxation, cruciate ligament injuries, tears, etc)

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. The Seller will always take the puppy back at any time, for any reason, and the Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory. Should the Buyer breach this agreement and rehome the dog without the consent of the Seller, the Buyer will pay a penalty to the Seller of \$3000.

Spay and Neuter Contract:

Sterilization via spaying/neutering/gonad sparing surgery (GSS) by a licensed veterinarian is required on the above puppy. Females will be altered after their first heat and before their second heat. Males will be altered between 12 and 18 months of age. This time may be adjusted on **mutual** agreement and with production of a letter from a mutually accepted,

certified animal health professional.

- 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 18 months of age (unless a female has a delayed heat cycle), or at the time mutually agreed-upon as outlined above.
- On receiving the Certificate, the Seller will reimburse the Buyer with \$100.00 by e-transfer
- If the Buyer chooses to spay or neuter their puppy before 12 months of age, any warranty related to joints or ligaments (i.e. dysplasia, luxation, cruciate ligament injuries or tears, etc) will be null and void.
- If the Seller does not receive this documentation within this time, the warranty will become null and void.

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 without breeding rights**. Breeding dogs is a serious undertaking with life-altering impacts. Should the Buyer use the puppy for breeding contrary to this agreement, the Buyer will pay a penalty fee to the Seller of \$3000/pup for all puppies whelped from any breeding(s).

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

First and Last name:

Address:

Phone #

Email:

Buyer Signature: _____

Date: _____

Seller/Breeder Signature: _____

Date: _____