

Western Kentucky Chihuahua's & Chinese Crested's

Pet Adoption & Health Guarantee Agreement

BREEDER: Michelle & Steve Cote
Address: 19046 Onionville Rd
Henderson, KY 42420
Phone number: 270-577-8676
Email: mdc1850042@hotmail.com

Buyer: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Cell Phone: _____
Email: _____

Buyer is purchasing: **Breed:** _____

Sex: _____ **Date of Birth:** _____

Sire: _____

Dam: _____

Purchase Price: \$ _____

Deposit Amount: \$ _____

Balance due upon pick up: \$ _____

Health Guarantee: The Seller guarantees this puppy to be of sound health and temperament at the time of the sale. The Seller will provide a health record of all shots and deworming. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 72 business hours. Failure to have the puppy examined by a vet within 72 business hours of the puppy's pick up date or if the Buyer fails to provide required immunizations and medical treatment will void this health guarantee. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered.

We provide a one (1) year health guarantee for life-threatening health issues (valid until the puppy's FIRST birthday). Illnesses must be documented in writing by a licensed vet within 72 business hours. The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was in fact unfit for purchase Buyer may return the puppy for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability, breeder's first choice for breeding program then the buyer second. Conditions not considered life threatening and therefore not covered include but not limited to hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life threatening condition the affected puppy must be returned with all veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for 72

hours. These include Distemper, Parvo, and Corona. It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening.

If the puppy should die from a suspected congenital defect within 12 months of its birth date, an autopsy must be performed at the buyer's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Buyer's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis.

In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy.

This contract will only be valid while the seller is breeding Chihuahuas and Chinese Cresteds. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract shall be void.

LIMITATION OF GUARANTEE: We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant against any condition caused by carelessness, negligence or abuse.

Limitation Provisions to Genetic Disease(s): Any puppy purchased from **Western Kentucky Chihuahua and Chinese Crested Kennel** must show a life threatening hereditary defect by 12 months of age. Dogs older than 12 months are not covered under this guarantee. If after the Buyer discovers a life threatening condition within a year of purchase and the Buyer wishes to retain the puppy the Buyer then waives the right to a replacement puppy unless otherwise agreed upon in writing from the Breeder stating the Buyer may keep their original puppy and also receive a replacement puppy. If the puppy is found to have a life threatening/hereditary condition that required the dog to be euthanized, documentation by the Buyer's veterinarian must be provided to the Seller and must show a serious untreatable medical issue to warrant the dog to be euthanized. Buyer's Responsibility: The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite free and up to date with vaccines, proper nutrition, which consists of a good quality dog food, fresh water at all times and teeth cleanings as needed to ensure longevity of life. The Buyer promises to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. Seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.

Open Door Policy: If at any time, the Buyer can no longer retain possession of the dog, the Seller must be notified and granted full ownership of the dog back to **Western Kentucky Chihuahua and Chinese Crested Kennel** who will find a suitable home for the dog. Our puppies are considered property of **Western Kentucky Chihuahua and Chinese Crested Kennel**. No refunds. The dog must be returned with all medical records. Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the pound or any rescue center. This provision is to ensure that our dogs will not end up homeless or destroyed, and a proper suitable home is found. Rehoming of our puppy without written consent from **Western Kentucky Chihuahua and Chinese Crested Kennel** will be considered breach of contract and the Buyer will be sued for damages for the actual value of the puppy at the time of original sale (purchase price) and any fees incurred to regain possession on the dog.

Vaccinations Limitations: Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the one (1) year Guarantee outlined, the Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request.

Legal Provisions: In the event of any litigation in connection with this contract, the Breeder/Seller will be paid reasonable attorney fees, court costs and all travel expenses, which resulted for the litigation via the responsibility of the Buyer. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of Kentucky, in the county of Henderson. Buyer agrees that in the event of any legal action the Buyer must turn over the puppy to Seller (**Western Kentucky Chihuahua and Chinese Crested Kennel**) until all court proceedings are finalized. It is further agreed that, if for any reason, filing for court, the place of venue shall be **Henderson County, Kentucky**.

Any changes to this contract must be in writing and signed by both parties. This contract is legal and may be enforced by legal means at the Buyers expense and all disputes must be settled in the state of Kentucky, county of Henderson.

Breeder's Name: _____
Address: 19046 Onionville Rd
Henderson, KY 42420 _____
Phone number: 270-577-8676 _____
Email: mdc1850042@hotmail.com

Buyer's Name: _____
Physical Address: _____
Phone Number: _____
Email: _____

Signed and Agreed Upon This _____ Day of _____, 20_____

Breeders Signature

Buyers Signature

Breeders Signature

Buyers Signature