



Aruff Ranch

Please fill out, then print, sign, scan and return via e-mail
Aruff / Spitfyre Purchase Contract / Health Guarantee
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Section 1 - Information

Date: _____

Pup's Name: _____ (what breeder named) Breed: _____

AKC Name: _____ (What you want on AKC Registration)

DOB: _____ Color: _____ Sex: _____

Purchase Price \$ _____ of which \$400 paid is established as a deposit and is non-refundable.

MN Sales Tax/Shipping \$ _____ CC Fee's \$ _____ AKC Pkt \$200 (Required)

Misc. (Blanket etc.) \$ _____

Total \$ _____ minus the deposit of \$ _____ already paid leaves \$ _____ due.

Balance Paid By: Cash Wal-Mart CC- PayPal CC- Square Bank Transfer

Buyer: _____ Home Phone: _____

Address: _____ Alt. Phone: _____

City State: _____ Zip: _____ E-Mail: _____

(Initial Here) _____ Buyer agrees to have this dog spayed/neutered by 7 months of age and Buyer agrees to send proof back to breeder by 8 months of age. That date is _____ Failure to have said dog fixed by seven months of age obligates the purchaser to RETURN said puppy to seller at buyer's expense and pay a \$2000 penalty fee.

(Initial Here) _____ Proof constitutes breeders form and receipt from the performing vet and each must state that the vet did verify the Microchip # at time of spay/neuter was performed. Breeders form is in the "Puppy Manual" pdf that was e-mailed.

(Initial Here) _____ Any/All breeding is prohibited. Breeding or allowing said dog to be bred whether on purpose or by gross negligence obligates the purchaser to return seller \$5000 (five thousand dollars) as a penalty fee, and proof of the dog being spayed/neutered within thirty (30) days and access and all rights to recoup the entire litter.

Registration and Pedigree: Limited Puppy Registration Papers and Microchip Registration will be supplied within 4-6 weeks of purchase. Proof of spay/neuter is still required regardless if you want papers or not. Said puppy is to be registered ONLY with the American Kennel Club (AKC) and NO other registry. If no name is supplied within 48 hours of pickup, puppy will be named what we had named on website.

Section 2 - Buyer Agrees and Understands:

- 1.This contract is non-transferable it applies only to the original puppy and buyer.
- 2.To inform seller of any change of name, address, or phone so that seller may keep track of all puppies.
- 3.To inform seller of any titles or awards won by said dog for our breeding records.
- 4.Said puppy is to be registered ONLY with the American Kennel Club (AKC) and NO other registry.
- 5.To keep dog on recommended schedule of vaccinations and de-worming as determined by the AVMA.

Ownership and First Right of Refusal: Buyer understands and agrees ownership/possession of this dog will not be transferred without written consent from seller. That this dog will NOT be transferred or released to an animal shelter, humane society, or rescue group. If the buyer desires to sell, give away or otherwise dispose of dog, the buyer grants seller the first right of refusal. Seller agrees to answer buyer within two weeks with a written response indicating seller's decision to repurchase pup. If seller accepts, registration papers will be signed over and sent to seller via priority mail one week prior to return of dog. Seller will remit 25% of purchase price to buyer upon receipt of said dog. If seller is unable to purchase the pup back, Buyer must provide seller with proof that said dog is spayed or neutered. Seller will then provide written consent for buyer to replace, sell or give away dog. Failure to offer seller first right of refusal or failure to provide seller with proof of spay or neuter before replacing dog will breach contract and obligate the purchaser to return seller amount of \$5000 immediately and cover all costs of recoupment of dog. Failure to do so will result in immediate court action.

This means, Buyer understands that should they be unable to keep puppy at any point in its life, they are required to return it to seller and that they are responsible for all costs to do so. (Which could cost as high as \$500 to ship back if you live across country) If they wish to place puppy with someone else they must first supply proof of spay or neuter before replacing dog and get written consent from seller. If they place dog prior to getting consent, it will result in a \$5000 fine and recoupment of dog. Buyer is aware of these responsibilities as a new owner.

Section 3 - Health Guarantees: This puppy is guaranteed as listed under the following guarantees for two years, however because we believe strongly in NuVet Vitamins we will extend all guarantees to Lifetime provided that said dog is supplemented with NuVet vitamins on a daily basis and ordered under code # 80134. NuVet and seller keep these order records. At any time should said dog be removed from its daily NuVet supplement, all guarantees become null and void. NO EXCEPTIONS! NO SUBSTITUTIONS! However, the rest of the contract will remain in effect. Guarantees will commence upon notification of NuVet Plus enrollment. You can order at 1-800-474-7044 or www.nuvet.com Using Breeder code # 80134.

If you only want the two years guarantee you do not need to order the NuVet Vitamin

7 Day Health Guarantee: Your puppy is guaranteed to be healthy and free of diseases to the best of our knowledge for a period of seven days from date of purchase. Buyer is encouraged to schedule a vet visit within the first seven days from date of purchase to establish that the pup is in good overall health. If within these first seven days puppy is found to be unhealthy by a licensed veterinarian, you have three options.

- 1.Seller will provide recommended treatment through her vet. Seller will take puppy back and provide the medical treatment to puppy through her vet, as some vets overcharge or misdiagnose or do not treat properly and I trust my knowledge as a breeder and my vet's care above all others. For any reason if you elect to have your vet treat said dog, then it is your financial responsibility as Seller will not cover any medical cost of any kind.
2. Return puppy and all paperwork to the seller for a replacement puppy.
3. Return puppy and all paperwork to the seller for refund of the purchase price minus any shipping fees.

Under NO CONDITION will we refund, replace, or otherwise treat a puppy, where we are not notified of its being ill within 48 hrs.

Kennel Cough: Pups are vaccinated for Kennel Cough however this vaccine only protects against 4 of 11 causes of Kennel Cough and Kennel Cough is self-limiting and must run its course, like the common cold. This guarantee does not cover Kennel Cough

100% Satisfaction Guarantee: For any reason you are not happy you may return puppy and all paperwork to the seller for a replacement or a refund of 50% of the purchase price minus the deposit. Any other fees such as spay/neuter, microchip, shipping, puppy packet, registration and PayPal fees are nonrefundable. Puppy must be accompanied by a vet check (within 48 hours) stating its parasite and disease free.

After this period no cash refunds will be given.

Lifetime Hips and Elbow Guarantee: The hips and elbows are guaranteed to pass and certify with a fair or better (normal for elbows) rating provided the hips and elbows are x-rayed by a veterinarian and are submitted to and evaluated by OFA after 24 months of age.

Lifetime Patella Guarantee: If at any time said dog is diagnosed with a grade 3 or 4 luxating patella, and it requires surgery. Have said dog examined and x-rayed by a licensed orthopedic veterinarian and then submit the x-ray to OFA for verification.

Lifetime Heart Guarantee: If at any time said dog is diagnosed with a Fatal Heart Disorder, notify me immediately. Have said dog examined and tested by a qualified Canine Cardiologist. The cardiologist must state in writing that the defect is of a hereditary nature and not caused by injury or illness and that it is fatal.

5 Year Eye Guarantee: If at any time until the age of 5 yrs., said dog is diagnosed with Canine Eye Diseases that seriously disables or leads to blindness. Have said dog examined by a Qualified Canine Ophthalmologist.

5 Year Head to Tail Guarantee: Said dog is guaranteed against hereditary/congenital defects that are life threatening or disabling, until the age of 5 yrs.

In all cases of the above guarantees: If at any time said dog is diagnosed with a hereditary/genetic disorder, notify me immediately. The veterinarian must state in writing that the defect is of a hereditary nature and not caused by injury or illness or old age and is life threatening or disabling. All results must be verified by a specialist in that field and those results are submitted to the OFA for verification. If a specialist and the OFA determines your dog has a hereditary or genetic disorder, Return Copies of the veterinary report and the OFA certificate, x-ray's etc. along with the registration papers and a certificate of spay/neuter (including microchip #) to the seller. We reserve the right to have a 2nd opinion at a vet of our choosing and/or to discuss this matter and the animal's past medical history with your veterinarians.

Lifetime Temperament Guarantee: Provided the buyer has attended and completed a minimum of one set of obedience courses with puppy and provided proper socialization opportunities. That if said dog at any time is found not to be compatible as a pet with people and it is directly related to temperament, notify me immediately. Seller will then require either return of dog or proof from your veterinarian of euthanasia, at seller's option. Additionally, return to seller the dog's registration papers and proof of classes taken along with a written statement from a certified trainer with "reason for return and that it is irreversible."

This does not apply to behavioral issues due to improper training or socializing of the dog. Upon receipts of such documents, and provided that contract terms have been met, we will replace the puppy with another at no charge as soon as one becomes available. Seller has the right to request the dog be seen by a 2nd trainer for evaluation. If such evaluation reveals said dog has not received adequate and proper socialization, Seller will accept puppy back, but no replacement will be given.

Section 4 – Limitations of All Guarantees: With all health guarantees (except temperament) buyer has the option to keep or return said dog. Guarantees are for replacement only. If buyer does not want a replacement that is their option, but no cash refunds will be given! Provided the contract terms have been met, we will replace the puppy with another of equal value at no charge as soon as one becomes available. At any time we elect to do a refund instead, the refund amount will depend on the formula in refunds section.

Medical Treatments/Expenses: For any reason if you elect to have your vet treat said dog, then it is your financial responsibility as Seller will not cover any medical cost or treatments of any kind. Seller will not under any conditions pay for any surgery or treatment procedures of any type. This is due to many vet's overcharge or misdiagnose, it's a sad fact in today's economy.

Replacements

1. Buyer is responsible for all shipping/transportation costs to/from seller for original dog and replacement.
2. Deposits (\$400) shipping fees, CC' fees and AKC Packet are nonrefundable and will be subtracted from credit.
3. A replacement pup of equal quality will be given when one is available.
4. Replacements may take up to one (1) year.
5. Replacement dog will be mutually agreed upon by both parties and will be of comparable quality/value.
6. It is understood that the replacement dog may not be from the same parents of original dog.
7. Returned dogs must be shipped prepaid. Otherwise we will not ship replacement until reimbursed.
8. If buyer does not want a replacement that is their option, but no cash refunds will be given!
9. We reserve the right to give a refund rather than replacement if we feel it is in the dog's best interest.
10. The dog must not have sired or whelped a litter.
11. No replacements will be given if the dog has been euthanized.

Refunds (At our discretion, should we decide to give a refund rather than a replacement)

1. Purchase price minus the \$400 deposit = Refund Amount
2. Deposits (\$400) shipping fees, CC' fees and AKC Packet are nonrefundable.
3. Refunds will be given within 90 days.
4. If Buyer keeps dog, refund will be 50% of Refund Amount.
5. If dog is over 3 years of age refund will be 25% of Refund Amount.
5. Buyer is responsible for all shipping/transportation costs to/from seller.

As the seller we make every effort to see that all of the puppies we place are physically and mentally sound. However, as with all living creatures there are still occasionally defects that are out of our control. Which is why we offer the health and temperament guarantee's that we do. Should a refund or replacement be required, the spay/neuter fees, shipping fees and deposits are non-refundable. Since those fees go to the vet, airlines, website hosting and maintenance along with other fees that are necessary for the puppy.

Any payment whatsoever, returned for any reason (NSF-Closed account, canceled payment etc.) will be considered theft and will be prosecuted within the fullest extent of the law. The dog will be re-claimed, and buyer agrees to pay for all costs to do so, under no circumstances will buyer be allowed to keep or repurchase dog. Should court action be necessary to enforce/interpret this contract it shall be done in the state of Minnesota, In the County of Hubbard.

By signing/submitting this contract, I acknowledge that I have read all the terms and conditions as stated above and agree to abide by this entire written agreement.

Any breach of this contract in part or in whole by buyer will result in \$5,000.00 in damages to seller and if legal action becomes necessary to enforce or interpret this contract Buyer will be required to come to the state of Minnesota, In the County of Hubbard.

Buyer's Signature: _____ Date: _____

Seller's Signature: _____ Date: _____

Seller will sign and return a copy with your records.

