



## **Buyer's Responsibilities Agreement & Health Contract**

As a term and condition of execution of the Puppy Sale Contract executed simultaneously herewith, Buyer agrees to abide by the terms and conditions set forth herein.

**Continuing Health/Nutrition/Housing Care-** The family buying the puppy (hereinafter referred to as the "Buyer") agrees to provide scheduled health care, food and clean water at appropriate times and climate controlled, indoor shelter for the puppy (hereinafter referred to as the "Puppy") purchased from Mountain Sky Goldens (hereinafter referred to as the "Seller"). Buyer agrees to provide the Puppy with up-to-date, veterinarian administered vaccinations (as listed on the accompanying vaccine schedule) and deworming. A folder with records of the Puppy's treatments must be kept for future reference.

Buyer understands that the Puppy's immune system is not fully developed when leaving the Seller and that the Puppy will have received age-appropriate vaccinations and dewormer to promote current, healthy immunity. Continued vet-given DAPPv, Bordetella and Rabies vaccinations and deworming/bacterial control, as outlined by the accompanying vaccine schedule, will be necessary. Buyer shall provide proof of compliance with the schedule upon request of Seller. Limited exposure is recommended to unknown environments and people/animal contact until the Puppy is fully inoculated and on a regular parasite/bacterial control program. Below are some suggestions which are not binding but may effect the warranties provided for herein and in the Puppy Sale Contract:

1. Visits to the Vet: Never put the Puppy on the floor or the ground outside the vet clinic, instead carry the Puppy or use a pet carrier. Ask the vet staff to disinfect the exam table before you set the Puppy down for its exam.
2. Dog parks, pet shops, puppy preschool, and areas where other dogs of unknown health may have visited should be off limits until the Puppy has fully completed its series of puppy vaccinations.

Buyer agrees to have their vet follow the vaccination/bacterial control protocol listed on the accompanying vaccine schedule. Failure to follow this required protocol completely nullifies this health warranty.

The Seller makes every effort to provide a well-socialized and healthy puppy to each of their clients. The Puppy will receive recommended health vaccines to help establish immunity and will be examined by a licensed veterinarian prior to going to its new home.



Seller will not be responsible for any veterinarian charges the Buyer incurs. Seller assumes no responsibility after the Puppy leaves for any change of mind on the Buyer's part except for the Buyer's remorse clause set forth in the Puppy Sale Contract.. The buyer shall complete the schedule of vaccinations on time in order to protect the Puppy's health, and for this health contract to remain valid. Failure to complete vaccinations or failure to follow the medical advice of a veterinarian voids this health contract. It is recommended that the Buyer consults a veterinarian early about the prevention of heartworms in the Puppy. It is required that the Buyer shall have yearly exams for the Puppy including heartworm detection, fecal examinations, and all vaccinations recommended by a licensed veterinarian. Buyer shall keep and maintain records establishing compliance with the same and shall provide documentation to the Seller upon request.

### **Money Back Health Guarantee:**

The Puppy is guaranteed to be in good health, however, to validate this guarantee the Buyer shall have the Puppy examined by a licensed veterinarian within 3 calendar days of this contract and the veterinarian shall sign the statement at the bottom of the provided well exam certificate. Proof of veterinary exam shall be provided to the Seller within 15 days by mail or email. If this is not done, the health guarantee becomes invalid and Buyer assumes all responsibility for the health of the Puppy (the Puppy is considered to be purchased "as is" as defined under the Idaho Uniform Commercial Code). If the Buyer's veterinarian finds that the Puppy has a life-threatening, congenital defect, the Puppy will be exchanged for another puppy or your money will be refunded (at the Seller's sole discretion), provided a letter from the examining veterinarian is brought as evidence of the Puppy's condition, and the Seller is notified within 24 hours of this examination. Notification of the life-threatening, congenital defect shall be an additional requirement than the examination by a licensed veterinarian which shall be provided within 15 days as set forth above. The puppy shall be returned/shipped, at the Buyer's expense, within 2 days of this exam.

The Seller guarantees the Puppy for one (1) year from the date of its birth against all congenital defects such as heart defects, kidney, pancreas, spine and liver problems of a severe, life-threatening, or altering nature. If the Puppy dies within one year from the date of sale, the Buyer will pay to have it autopsied to ascertain reason. Under NO circumstances will money be refunded until an autopsy is performed. If the reason is congenital, the Seller will replace the puppy or offer a refund at the Seller's sole discretion. Replacement or refund will only take place if it shows without doubt that the Puppy died from a genetic defect. The genetic condition must be sufficiently serious in the opinion of two qualified veterinarians, at least one of whom is selected by the Seller, to warrant euthanization of the Puppy within the first year of its life. Uneven bites, undescended testicles, inguinal or umbilical hernias, cataracts, dry eyes, allergies, coccidia, fleas, ticks, ear mites, mange, and other non-life-threatening or treatable disorders are



not covered. There is no guarantee of breed ability, show quality, coat quality, temperament, size, or adaptability. Seller strongly encourages you to spay or neuter the Puppy. NO EXCHANGES OR REFUNDS will be made after this one year time period relating to congenital defects.

**Fatal Viruses and Vaccination** - Seller warrants the Puppy against distemper, adenovirus, parainfluenza, and parvovirus for 72 hours after receipt. If, within the first 72 hours after the date of receipt, distemper, adenovirus, parainfluenza, or parvovirus causes the death of the Puppy, Seller will issue a refund or replace the puppy at the Seller's sole discretion. Health issues due to vaccine reaction, revaccination, over vaccination, or the use of anything other than those items listed on the accompanying vaccine schedule is not covered.

**Crippling Elbow/Hip Dysplasia** - If, on or before the date of two years and 3 months (  date  ) after the birth of the Puppy, evidence of crippling elbow or hip dysplasia is certified on an OFA report (Pennhip will not be considered valid) and Puppy needs to be euthanized due to pain (to be approved of by Seller's veterinarian), the Seller will either give a refund or replace the Puppy with another available Puppy of equal value (at the Seller's discretion), shipping not included. Buyer agrees to keep the Puppy in a lean condition to promote healthy joint growth. This dysplasia warranty is void if a licensed vet has found that the Buyer has overfed the Puppy to the point of being overweight. Joint problems that are due to improper nutrition, injury, abuse, or over vaccination are not covered under this dysplasia warranty.

**Socialization/Training** - Buyer understands the importance of socializing the Puppy with strangers, other dogs, cats, and small animals. Buyer understands that consistent training, discipline, and patience is key to having a well-behaved puppy.

**Spaying/Neutering/Breeding** - Buyer agrees it shall not breed the Puppy and recognizes this is a term and condition of the Puppy Sale Contract. Buyer understands that the Puppy is not to breed or be used for any breeding purposes. Should Buyer breach this clause Buyer agrees to pay per occurrence, \$3000, as liquidated damages as a penalty for breeding the Puppy. The Seller strongly suggests that the Buyer spays/neuters the Puppy in order to prevent any accidental breeding.

**Rehoming Puppy** - Subject to the requirements of the Puppy Sale Contract, Buyer understands that if they are no longer able to care for the Puppy (due to but not limited to, allergies, landlord refusal, family problems, financial problems or adjustment problems) that no refund will be given by the Seller.



EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BREEDER EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER ORAL, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE AGREEMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING WARRANTIES WITH RESPECT TO THE MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

If a dispute arises, the Buyer agrees that it shall submit all disputes to the exclusive Jurisdiction of Idaho with venue being agreed upon to by in Cassia County Idaho.

## **Buyer Agreement and Health Contract**

**I, the Buyer, have read the above contract thoroughly and understand and agree with the terms set forth in this document. I also understand that this is a binding agreement and will abide by the terms we have agreed above. I acknowledge my acceptance of this contract with my signature below.**

**Breeder's Name (Print):** \_\_\_\_\_

**Breeder's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer's Name (Print):** \_\_\_\_\_

**Buyer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## New Puppy Well Exam Certificate

Please have your veterinarian complete and sign.

Please note: **Your puppy is required to get an exam by a licensed veterinarian within 3 calendar days of pickup in order to validate our health guarantee.** This certificate confirms that your puppy has completed his or her wellness exam and will need to be sent to Mountain Sky Golden retrievers via mail or email.

### During your visit to the veterinarian

Your puppy has already been vaccinated while with Mountain Sky Golden retrievers, so please be sure to have your veterinarian review the vaccinations recorded in your puppy's vaccination record before giving any additional vaccines.

Have your veterinarian complete and sign this *New Puppy Well Exam Certificate*.

Mail or email this veterinarian-signed certificate within the time frame as specified in your Buyer's Responsibilities Agreement & Health Contract.

## New Puppy Well Exam Certificate

**Owner's**

**Name:** \_\_\_\_\_

**Puppy's**

**Name:** \_\_\_\_\_

**Owners**

**Email:** \_\_\_\_\_

**Is puppy**

**spayed/neutered?:** \_\_\_\_\_

I verify that this puppy is between 8 weeks and 12 weeks of age. I have not discovered, nor am I aware of any medical problems, abnormalities, or other concerns the puppy now has or has had in the past, except as noted below:

Explain Exceptions:

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Today I have performed a complete physical examination of this puppy in accordance with the minimum standards of the regulating veterinary body.

**Veterinarian**

**Date of**

**Signature:** \_\_\_\_\_

**Exam:** \_\_\_\_\_

**Veterinarian**

**Hospital**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_



## Vaccination Schedule

| <b>Puppy's Age</b>       | <b>Recommended Vaccinations</b>   | <b>Optional Vaccinations</b>   |
|--------------------------|---|--|
| <b>6 — 8 weeks</b>       | <b>Distemper, parvovirus</b>  | <b>Bordetella</b>  |
| <b>10 — 12 weeks</b>     | <b>DHPP (vaccines for distemper, adenovirus [hepatitis], parainfluenza, and parvovirus)</b> | <b>Influenza, Leptospirosis, Bordetella, Lyme disease per lifestyle as recommended by veterinarian</b> |
| <b>16 — 18 weeks</b>     | <b>DHPP, rabies</b>   | <b>Influenza, Lyme disease, Leptospirosis, Bordetella per lifestyle</b>                                |
| <b>12 — 16 months</b>    | <b>DHPP, rabies</b>   | <b>Coronavirus, Leptospirosis, Bordetella, Lyme disease</b>  |
| <b>Every 1 — 2 years</b> | <b>DHPP</b>   | <b>Influenza, Coronavirus, Leptospirosis, Bordetella, Lyme disease per lifestyle</b>                   |
| <b>Every 1 — 3 years</b> | <b>Rabies (as required by law)</b>  | <b>none</b>  |

Source: <https://www.akc.org/expert-advice/health/puppy-shots-complete-guide/>