# TAILS OF CYPRESS

# Puppy Purchase and Health Agreement

## 5 Day Health Guarantee

Tails of Cypress (Breeder) guarantees that this puppy is in good health at the time of pick-up and provides 5-business days (allotted time) from the time the Buyer takes possession of the puppy to be examined by a licensed veterinarian. Should the Buyer fail to have the puppy examined by a licensed veterinarian within the allotted time frame, the health guarantee is voided. This health guarantee expires after the allotted time.

If said puppy is to be found in an untreatable health condition within the allotted time, the Buyer must obtain a written/printed diagnosis from a licensed veterinarian explicitly stating the health issues. The Buyer must share the diagnosis with the Breeder within the allotted time. Upon receipt of the required documentation, the Breeder will provide the Buyer two options:

1: To keep said puppy and assuming all costs for its care.

2: Return said puppy and pick a new puppy out of the current or next available litter, of equal or less value. Breeder has a 12-month time frame from when the Buyer returns the puppy to ensure adequate time for a future litter to arrive in order to replace the puppy with another of equal value.

#### General Care

In addition, the Buyer is required to have a licensed veterinarian administer at least two additional parvo/distemper vaccines to puppy. Parvo/distemper vaccines must be given at three or four-week intervals following first vaccine given by Breeder. Until that time, Buyer agrees not to place puppy directly on public ground until the third parvo/distemper shot has been administered.

The Breeder is NOT responsible for ANY veterinary bills or any costs for the care of said puppy after Buyer takes possession. Breeder does not cover any kind of parasites including those brought on from stress, leaving Breeder's possession and into its new environment.

The Buyer shall maintain the puppy in good condition, including adherence to a regular immunization schedule, heartworm prevention, good diet and a clean and safe environment. The breeder is not responsible for any behavior issues the puppy might have or inherit. We socialize and train all our puppies until they leave or premises, but it is very important to seek a trainer or help on how to properly train your new friend.

For the first year, your puppy must not have strenuous or forced exercise and must be supervised during exercise. No Jumping on or off furniture, going up and down stairs excessively, or in and out of vehicles. This will void the health guarantee. All puppies must be allowed to self-exercise outside in fenced area or inside a designated pen. It's best if the puppy is walked while confined on a leash no more than 15-30 minutes a day, until they are one year old. The proper development of the structure and the mental development occur during the first year. Also, it is very important not to over feed your puppy. Keep him/her in shape while they are growing, and their bone structures are developing.

# Genetic Health Guarantee

The Breeder guarantees said puppy up to 12 months of age (from the birth date of said puppy) for terminal genetic health defects which will take the puppy's life.

If said puppy is expected to have a genetic health defect which will take its life, the Buyer must obtain a written/printed and signed diagnosis from two Licensed Veterinarian's from two different clinics *as* proof of the Genetic Defect(s) and impact on the puppy's life. The Buyer must share both diagnosis with the Breeder before the puppy reaches 12 months of age. The Breeder reserves the right to have a third opinion on the diagnosis from the veterinarian of Breeder's choice.

Upon receipt of the required documentation, the Breeder will provide the Buyer two options:

- 1) Buyer may keep the puppy with a refund of half of the purchase price of said puppy.
- 2) <u>Return the puppy</u> to Breeder at the Buyers expense, for a replacement puppy/dog of equal value. At this-time the Buyer will sign all registration papers over to Breeder.

If the puppy must be put down due to the genetic health defects, a written statement from two licensed veterinarians from two different clinics must be provided to Breeder stating that it is medically necessary for puppy to be put down due to these defects. Breeder will replace said puppy within a 12-month time frame from when the Breeder receives documentation from the licensed veterinarian stating that puppy has been put down. This will give the Breeder adequate time for a future litter to arrive in order to replace said puppy with a puppy of equal value.

# One Year Hip Dysplasia Guarantee

The Breeder guarantees the puppy against hip dysplasia for 12-months from the purchase date based on the following requirements:

- The Breeder requires PennHIP procedure be done on the hips by a licensed professional. This can be done once the puppy is one year old. Always wait two months after a cycle to get test done. Do not breed before clearances are done or this contract will be void.
- All above guidelines regarding exercising and have been followed.

If the puppy is expected to have hip dysplasia, the Buyer must obtain a written/printed and signed diagnosis from two Licensed Veterinarian's from two different clinics as proof. The Buyer must share both diagnosis with the Breeder before one year of the signed date of this contract. The Breeder reserves the right to have a third opinion on the diagnosis from the veterinarian of Breeder's choice.

Upon receipt of the required documentation, the Breeder will provide the Buyer two options:

- 1) Return said puppy and pick a new puppy out of the next available litter, of equal or lesser value. Breeder has a 12-month time frame from when the Buyer returns the puppy to ensure adequate time for a future litter to arrive in order to replace the puppy.
- 2) If the Buyer decides to keep puppy, the Breeder will refund the fee that was charged for breeding rights (If puppy was purchased with Breeding rights).

## No Further Guarantees

The Breeder makes no further guarantees regarding the health or loss of the puppy including, but not limited to, accidental death, theft, any sickness not related to genetics, or any loss beyond the Breeder's control except as stated above.

#### Rehoming

Breeder requests first rights to purchase the puppy if it needs to be rehomed for any reason. However, the Breeder makes no guarantee they will take the puppy back once a family has purchased the puppy. The Breeder may assist in the rehoming process should they choose not to purchase the puppy back. In the event the Breeder aids the Buyer in rehoming the puppy, the puppy will remain in the care of the Buyer until the puppy has found a new home. Should the buyer relinquish the ownership or possession of the puppy, this contract shall be deemed null and void.

#### Payment and Fees

Balance is due a week before receiving or shipping your puppy. If the Buyer cannot pick-up the puppy on the eighth week pick-up date, the balance will be due on that day. In that case, the puppy will be held until a mutually agreed day for pick-up. This may include additional fees for boarding.

#### **Contract and Arbitration**

The Buyer has read and understands this contract constitutes a binding agreement with the Breeder. If either the Breeder or the Buyer takes issue regarding this contract, they must seek 3<sup>rd</sup> party arbitration in the county of the Breeder's residence prior to taking any legal action.

This contract is non-transferable.

BREEDER: Sire	Dam
Birth DateSex	Color
Breeder/Seller Signature	Date
BUYER: Buyers Name	
Puppy Price \$Non-refundable deposit \$	Training \$Balance \$
Buyers Signature	Date
Buyers Address	Phone
CitySta	ateZip