C&H SWEET BABY FACE YORKIES

Heather Batchelor Po Box 3280, Lake Arrowhead, Ca., 92352 909-273-8687

sweetbabyfaceyorkies@gmail.com

Print Name ­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Puppy's Birthdate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Breed: Yorkshire Terrier - Price $: \_\_\_\_\_\_\_\_\_\_\_\_\_\_
Puppy's Sex: Female Male

Health Warranty - Sales Agreement

Every effort will be made by (seller) to ensure that the puppy is delivered in a healthy and sound condition. Once a puppy is shipped or the puppy is picked up, the buyer becomes responsible for said puppy. In order to activate the guarantee as described herein, it will be necessary for the buyer to have an examination by a veterinarian (DVM), at the buyer’s expense, within 72 hours of the puppy reaching the buyer’s home. No proof is needed to confirm the exam unless the puppy is found to have a hereditary defect within the 1st year of the puppy’s life.

If the veterinarian finds the puppy/dog not fit for sale because of a life altering defect, the buyer has the option of keeping the puppy or returning the puppy and getting a refund (excluding additional fees such as shipping and miscellaneous charges the buyer and seller had to pay). All expenses concerning the return of the puppy are not the responsibility of the seller. At no time is the buyer allowed to send back the puppy if an internal or external parasite is found, because they can be corrected over a short period of time. There also cannot be a return of the puppy if the following is found: tracheal collapse, open fontanel, hernias, or luxating patella (these conditions aren’t life threatening, the pups can all live a fulfilling life with no problems). If buying a dog for breeding, the seller will guarantee against a collapsed trachea at time of sale.

Page 2 \_\_\_

If the buyer complies with the veterinarian’s examination as set forth, then the seller guarantees the puppy until 1 (one) year of age against any life-threatening congenital defects of heart, lungs, kidneys, and liver only. If the puppy has a life-threatening congenital defect, buyer has up to 12 months to choose a replacement puppy of equal or lesser value of the original puppy (value includes the purchase price of the original puppy and fees that were paid for health testing if there was any). If the buyer picks a puppy with a greater value, they understand that they must pay the difference. Both the seller and buyer will come to an agreement on if the pup will be returned or kept by the new owners. If kept, the buyer accepts full responsibility and care of the puppy. The buyer will pay for the expense of sending the replacement puppy as well as miscellaneous fees if the dog is returned. In the event of death, an autopsy must be performed, (at the buyer’s expense), by a licensed veterinarian of their choice to determine the exact cause of death. The autopsy must then be made within 3 days of the puppy’s death. If no autopsy is made within 3 days of the puppy’s death, there will be no replacement puppy and buyer forfeits all guarantees and warranties. If the buyer doesn’t pick a replacement puppy within 12 months from when the original puppy was proven to have a defect, the buyer will forfeit the replacement puppy. If no puppy is produced or available within 12 months, then the buyer must pick a puppy on the next available litter. Buyer must choose a puppy that is available. If the buyer doesn’t like any of the puppies that are available and chooses not to get a replacement, then there will be no replacement puppy given.

I understand and agree (Initial):\_\_\_\_\_\_\_\_\_

Buyer understands that the breeder does not guarantee against coat type, coat color, coat length, size, weight, conformation, temperament, reproduction ability, or any trait that has to do with the outside/physical look of the puppy.

Breeder does not guarantee against hernias, open fontanel (common in smaller dogs and toy breeds with a more 'babydoll' type features), collapse trachea, any type of parasites or mites, mange, hypoglycemia, luxating patella, and/or any condition that can be corrected over time or through a vet. These problems aren’t reasons to return a puppy.

Breeder does not guarantee against any medication or vaccination. No guarantee is made against Distemper, Adenovirus, Parainfluenza, or Bordetella or the Parvovirus vaccination. Any vaccination for medication given to the dog in question is in their new home is not covered or guaranteed.

Copies of Vaccination records will be given to new owners to give to their vet and keep for their records. Buyer must follow their vets Recommendations on future vaccinations, worming’s, and overall care concerning the puppy.

Page 3\_\_\_\_\_

If at any time the puppy needs to be returned to the seller, copies of the puppy’s vet records must be sent to the seller (including any vet care the buyer provided).

This guarantee and contract is not transferable and is not valid if the puppy/dog is sold to a third party, is given to a third party, or is advertised for sale at any time. If sold or attempted to be sold within a year, all warranties are voided.

The seller is not responsible for any veterinarian bills the purchaser may incur regarding said puppy.

Seller’s sole liability on the above guarantee shall be limited to replacement with a puppy of equal or lesser value. In no event will the seller be liable for any expense incurred by the buyer. There are no refunds outside of the first 48 hours.

I understand and agree (Initial):\_\_\_\_\_\_\_

Other than the guarantee set forth herein, there are no other warranties, expressed or implied. If the seller would like to give the buyer other options or guarantees concerning the original puppy outside of this contract, the seller will send a signed letter through mail or emailed with those options.

The buyer agrees to NEVER sell said puppy to a pet shop, broker, or puppy mill. The puppy must be kept indoors, proper veterinarian care given, and be kept current on vaccinations and routine checkups.

This puppy is being sold with limited registration if sold as a pet, unless otherwise agreed upon.

Buyer understands that this dog must go to a pet environment, meaning they will be part of the household and not kenneled. Buyer also understands that if they at any time cannot keep said puppy/dog they must place them into a pet home only or return the dog to the seller. This dog should never go to a shelter, rescue, lab, etc. This puppy/dog should ONLY be placed into another home environment. You agree to do your best to ensure they go to a great home. Not following this part of the agreement means breach of contract.

The Provisions Of This Warranty Shall Be Interpreted And Construed In Accordance With Laws And Statues Of The State Of California. The Venue For Any Litigation Concerning This Warranty Will Be Limited To San Bernardino County, California Under A Non-Jury Proceeding. Buyer understands that any and all litigation concerning the dog in question is limited to Small Claims Court only.

Page 4\_\_\_

Buyer agrees that all dealings and actions done by both buyer and seller concerning this transaction are between them two. Buyer understands that all information and actions concerning this guarantee and the transaction between both parties concerning this puppy should be kept confidential unless the seller gives written or emailed permission. This is NOT limited to the one year guarantee or to the lifespan of the puppy/dog in question. Buyer understands that failure to comply with this agreement means that the buyer is in Breach of this contract and will give San Bernardino county, California small claims court maximum for the breach.

I agree to the terms and conditions.

Seller Signature and Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_