

Sale / Purchase Agreement & Health Guarantee FOR SMALL PUPPIES

Buyer, (PRINT): _____ Full Address: _____

Phone: _____ Puppy's Name: _____ Color: _____ Puppy's Date of Birth: _____

Breed: _____ Sex: M / F Date of Transfer (Approximate): _____ Notes: _____

If shipping airport to ship to: _____ Person picking pup up at airport: _____

WHEREAS, Seller wishes to sell and Buyer wishes to buy an animal as more fully described above, and:

WHEREAS, the sale of this animal is subject to certain duties, obligations and warranties, and;

WHEREAS, the Seller takes great care to ensure that each animal sold is healthy and goes to a proper home with sufficient knowledge to ensure the successful transfer of ownership;

THEREFORE IT IS AGREED THAT; the transfer of ownership of this animal shall be governed by this agreement and any incorporated attachments indicated below.

This agreement is supplemented by the following attached agreements which shall be deemed to be incorporated into this agreement as though fully set forth herein:

Teacup Puppy Care Agreement: Extra Small Puppies and does not mean puppy is guaranteed to be a TEACUP ADULT.

Health Guarantee

The parties agree that the above referenced animal is sold for the contract price of \$_____. Plus the cost of additional fees such as boarding, shipping, elective surgery, etc... \$_____. Describe each additional item boarding, shipping, elective surgery, etc... : _____ for a total of \$_____.

If the sale of this animal includes a Health Guarantee the terms of that guarantee require strict adherence or the Health Guarantee shall be waived and void. All animals must be kept on Life's Abundance Puppy Food and Nuvet Vitamins for the first year of life unless written permission is granted for a different food. The use of unauthorized food shall be cause to void any Health Guarantee.

Shipping an animal may be available at the Buyer's expense. In the event that an animal needs additional time before shipping Buyer shall be notified of such. The final determination of the shipping date for the animal is made by the Seller and the Seller's DVM (hereinafter DVM), with the health of the puppy being the overriding factor. In the event of a delay in the anticipated shipping date, Seller shall not be liable for any damages direct or indirect that may be caused including, inconvenience or financial loss, and delay shall not be a valid cause for cancellation.

Time is of the essence in the performance of this agreement. This Agreement constitutes the entire agreement between the parties, no evidence of any prior or subsequent agreements shall modify this agreement unless in writing and signed by both parties. If any part of this agreement is found to be unenforceable then the remainder of this agreement shall remain enforceable. The rights and duties of Buyer under this agreement are not assignable or transferable to any other person without the written consent of Seller.

The parties agree that this Agreement is performed in the State where the SELLER resides, and that this Agreement shall be interpreted under the laws of that State, and that any suit to enforce the provisions of this Agreement may only be filed in the courts of the State of, and County of the Seller

. In the event of legal action necessary to enforce the obligations on the Buyer by the Seller the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees and travel fees.

Seller may accept Credit Cards or PayPal as a convenience to Buyer. Buyer agrees that no charge backs or disputes will be filed through a credit card company or PayPal for ANY REASON. In the event of legal action necessary to enforce the obligations on the Buyer by the Seller the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, and travel fees.

The parties agree that this Agreement shall be interpreted as though it was drafted mutually by both parties such that any ambiguity in the agreement shall not be held against either party. The parties agree that they have had ample time to review the agreement & seek counsel should the party desire to do so. The parties agree that the animal is sold as "pet quality" and not "show" or "breeder" quality. All animals sold as pets contain no guarantee as to disposition, conformation, size, color, markings, or breeding ability. A puppy that is sold with full registration is still only "pet quality". Seller/Breeder advises buyer to neuter or spay puppy before adult hood for the health of the pet. If the registration papers for the animal are lost, the Seller may assist Buyer in obtaining new papers at the Buyer's expense. If the animal is ready for delivery and boarding is necessary due to Buyer, Buyer agrees to pay \$75 each week for boarding. Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer decides to return the puppy for any reason, it will be on a surrender basis only with no refund given. If puppy is surrendered to Seller shipping may be available by Seller if Seller so chooses. If puppy must be rehomed Seller/Breeder has first choice to take puppy back. Buyer must not sell animal without written permission from Seller. Deposits are non-refundable. If a deposit is placed for a future/unborn animal and the animal Buyer wanted is not born, or in the event of no puppies born, Buyer's deposit is transferred to the next litter until a puppy is born that the Buyer chooses Seller/Breeder to hold for them. Buyer's deposit holds their place on Seller/Breeder's notification list and is not refundable for any reason. Once Buyer chooses the puppy to place the deposit on the deposit becomes non-refundable.

Buyer- Signature

Date

Seller / Breeder

Date

Seller / Breeder Resides in the State of _____

Seller / Breeder Phone: _____

The Terms of this **Health Guarantee Addendum** are incorporated into the attached Sale / Purchase Agreement as though fully set forth therein. The terms of this agreement are binding upon the parties and strict adherence to the terms is required for the Health Guarantee to be valid. This animal is sold with a first 12 mths of life, (1st) year of life health guarantee against genetic defects. No refunds are given under this guarantee, only a replacement puppy or discount on a future puppy. Within the first year of life, in the event of a finding of a genetic defect which is life threatening or which caused the death of the animal Seller/Breeder will then replace the animal with another animal of equivalent value at no cost to the Buyer.

***Once Buyer takes possession or delivery of the animal the Buyer must have the puppy examined by a licensed DVM within three business days for a general check up and fecal test. Should Buyer's DVM determine the puppy is unfit for any reason or sick within the first 2 weeks of purchase, Buyer agrees to contact Seller/Breeder for consultation immediately while Buyer is still at the DVM office. Buyer agrees to contact Seller before any testing, medicines, or procedures are given to the puppy for any reason within the first two weeks of transfer. Buyer will not be reimbursed in any way for procedures, medical tests, and medicines, so should contact Seller/breeder to discuss the most cost-effective options for buyer. Seller has extensive knowledge regarding these animals. Buyer should contact Seller for consultation before any DVM visit for a sick puppy within the first two weeks of transfer. Guarantee does not cover visits to any 24 hour emergency DVM hospitals which come at a greater cost than standard visits. Buyer will not be reimbursed for any DVM bills based on emergency or non emergency status. All Tests, Films, and Vet Reports must have puppy's microchip number on them typed in the actual vet document and x-ray film and test report, not hand written. Microchip number if applicable will be on the puppy's first shot record.**

Buyer must provide all checkups, immunizations and treatments recommended by a licensed DVM. Buyer must keep receipts and records to verify that Buyer has taken the puppy to a licensed DVM for checkups and all required immunizations. Administration of the leptospirosis vaccine will void any health guarantee unless prior written permission is granted from Seller.

The Buyer understands that owning an animal means frequent visits to a Licensed DVM and understands that Buyer will be responsible for all DVM bills. This guarantee does not cover any costs associated with spaying or neutering, including undescended testes. This guarantee does not cover injury or death from any routine surgical procedure. Temperament issues are not covered under this guarantee. This guarantee does not cover any of the following conditions: Coccidiosis, Hypoglycemia, Kennel Cough, Pneumonia, Ear Mites, Ear Infections, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye or any other non life-threatening eye, skin, or tissue issue, Allergies, over or under bites, Herniations (Inguinal, Perineal, or Diaphragmatic), a non life-threatening open fontanel, non life-threatening bone or joint disorders such as but not limited to luxating patellas, and Heart Murmurs that are not life threatening. Reactions to vaccines or medications is not covered by this guarantee. Guarantee for Parvo and Distemper for 72 hours from transfer; seller does not reimburse for vet bills, Buyer will receive replacement puppy if puppy dies or store credit. Intestinal parasites: Tapeworms/ Hookworms/ Roundworms, and Giardia are guaranteed for only the first week after transfer and only claim for remedy for such condition is reimbursement for the first round of medication as approved by Seller, and the second fecal test up to \$30 total reimbursement. If animal's ears, dew claws, or tail is cropped before transfer to buyer seller/breeder does not refund or replace in the event an additional surgery is needed by buyer's vet to correct a miss-alignment or incorrect crop of any kind. This Health Guarantee covers only life threatening genetic abnormalities / disorders. Life Threatening is defined as "a genetic abnormality / disorder that will eventually cause the early death of the dog with life expectancy of less than 5 years either by the progression of the disease or by recommended euthanasia unless extensive medical care and surgery are preformed beyond the cost of said puppy. Guarantee is for the first year of life only, and all claims must be submitted before puppy's first birthday. In the event that the animal is determined to have a congenital or genetic defect that is life-threatening, a statement from 2 different licensed DVM's of Buyer's choosing confirming such an event and cause is required before any action will be taken by Seller. Seller's DVM must also be given an opportunity to inspect the animal or records* to determine agreement with the Buyer's DVM opinions before any action is taken by Seller. In the event of a genetic defect which requires replacement of the animal buyer may at buyer's option keep the original puppy in addition to the replacement animal under this agreement.

In the event of death of the animal at any time, a necropsy must be performed by a licensed DVM at a lab or University buyer ships the puppy's remains to, not buyer's local DVM, and cause of death must be verified by the University / lab DVM, (buyer shipped the puppy's remains to), to be from a genetic defect to exercise this guarantee, not from a secondary issue such as hypoglycemia from not watching food intake or issues that by themselves are not life threatening, guarantee is for Life Threatening Genetic Disorders only. No replacement or refund will be given for inconclusive results on a necropsy report. (No refund or replacement will be given if necropsy is performed by buyer's local vet; BODY MUST BE SENT TO A LAB SUCH AS A STATE UNIVERSITY AND FINDINGS MUST SHOW PUPPY DIED FROM A GENETIC DISORDER.) Seller's DVM must also be given the opportunity to view the animal or records to determine agreement with Buyer Lab / University's DVM's necropsy findings.

Note for animals purchased at discount rate: If an animal is sold at a discounted price and it has to be replaced by Seller/Breeder due to a life threatening defect not known at time of sale, Buyer must pay the difference if Buyer wants a full priced pup for replacement, or choose a puppy replacement that is of equal price of the discounted puppy if one is available.

In the event of a finding of a genetic defect which is life threatening or which caused the death of the animal and after an offer of a replacement animal the Buyer declines the replacement puppy, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty un this agreement. In the event of the exercise of this guarantee buyer is responsible for all shipping costs or transportation costs at any time. This Health Guarantee is void if the animal has been bred. In the event this guarantee is exercised, the dog's registration papers must be returned to the Seller/Breeder before remedy. You the Buyer agree to take this contract in full to any and all DVM visits so your DVM knows what the seller/breeder recommends and would reimburse the Buyer for. In so doing you protect yourself if your DVM does something that is against our contract and can ask for reimbursement from your DVM if they breach your seller/breeder - buyer contract. I would have the DVM make a copy for his / her files and have them sign your contract so you have proof the DVM read it.

I understand & agree: (*Buyer*) _____ (Seller / Breeder) _____

The Terms of this **Teacup Puppy Care Agreement** are incorporated into the attached Sale / Purchase Agreement as though fully set forth therein. The terms of this agreement are binding upon the parties and strict adherence to the terms is required for any Health Guarantee to be valid. Care of a teacup, or extremely small, animal takes special precautions. By purchasing a tiny sized puppy from Seller you will agree to the following terms and conditions. If these terms and conditions are not followed any Health Guarantees is waived and shall be considered null and void ab initio. This part of the guarantee is for super tiny puppies but every buyer must agree to it since it is part of the purchase contract.

(Feeding): Some tiny puppies can be picky, so you agree to give your animal canned wet food daily, along with hard kibble. Hard kibble and soft food must be down for your animal at all times of the day and night until your animal is at least 6 months old. Then, upon recommendation from your DVM you may reduce to 3 times a day. You agree to make sure your puppy is eating and gaining weight. A 12ml syringe and special food like A/D or Royal Canine Puppy Moose as well as a sugar supplement equal to NUTRICAL needs to be kept on hand in case of a force feeding emergency. You can get A/D from your DVM, and you can get Royal Canine Puppy Moose from a pet store. These canned foods are very rich in protein and it is soft enough to put in a syringe to force feed if needed. **PLEASE CALL FOR DIRECTIONS BEFORE YOU FORCE FEED YOUR PUPPY! THERE IS A WRONG WAY AND A RIGHT WAY TO DO IT!** Your DVM can also show you how to syringe feed your puppy. If syringe feeding is needed you should plan on doing it every 3 to 4 hours for at least a few days or until you see puppy eating enough on his own again and gaining weight on his own again. In the event of force feeding you should plan on giving the puppy Gatorade instead of plain water. This puts extra sugar and electrolytes in their system. The best Gatorade is one of the lighter colored G SERIES flavors, never red. I use Rain Berry flavor Gatorade.

(Sugar): You agree to give your animal a sugar supplement such as NUTRICAL every morning and at bed time and as needed for a sugar boost. It is in a tube like a tooth paste tube and you squeeze out 1" to give him to eat. I will send a tube with your tiny puppy and also canned A/D and a syringe for syringe feeding if necessary. If your puppy is shipped and the Nutrical and or syringe and canned wet food is lost during transport you agree to call me immediately so I can tell you what to go get from your local pet store to have on hand in case you need it. If puppy gets hypoglycemic or any reason for needed syringe feedings and you do not have the sugar supplement and syringe and wet food needed on hand full responsibility is on the buyer and this guarantee is voided. **YOU MUST HAVE THE NUTRICAL OR LIKE SUGAR SUPPLIMENT AND A/D CANNED FOOD AND A 12ML SYRINGE ON HAND AT ALL TIMES!!!** You can get more from your DVM or pet store. If your animal is showing signs of hypoglycemia* administer NUTRICAL, another sugar supplement, or sugar water to boost his sugar and take puppy to the DVM as soon as possible, (CALLING BREEDER FIRST BEFORE ANY VET VISIT FOR A SICK PUPPY). If hypoglycemic give sugar supplement every 5 to 10 minutes and also warming puppy up with heating pad or blow dryer, until puppy response by being able to stand up and walk normally. I will explain all this and more to you when you call in the case of an emergency. There is no need to take to an emergency DVM, an appointment the following day is sufficient as long as you follow instructions I will give you when you call. In the event of a hypoglycemic event Buyer agrees to take the following steps: administer sugar supplement, call Seller for instructions, contact your DVM during normal office hours. As long as you get the animal's sugar and temperature back up and kept up, your puppy will be fine, even if it is in the middle of the night. Continue to administer the sugar supplement every 2 hours and start syringe feeding every 3 to 4 hours, and warm puppy with a blow dryer or heating pad. In the event of an unresponsive animal immediately call Seller for instructions on administering Nutrical to an unresponsive puppy, and further instructions. *(Signs of hypoglycemia are: acting drunk, walking and falling over, and very pale gums. It can also cause seizures and eventually death). We do not guarantee against hypoglycemia no matter what the root cause is. It's buyer's responsibility to make sure the puppy is eating and drinking enough.

(Medications): You agree to get your animal's stool checked at your first DVM visit and any time you see wet stools for more than 3 days, no weight gain, or you notice your animal not eating well on his own. We give all animals Albon and Panacur before they leave us. Dosage on extremely small animals can be very tricky, additional treatments may be necessary. In some cases we may send along meds to guard against stress related Cocci. If your puppy comes with meds you agree to give all meds as directed. Failure to do so will void your puppy health guarantee. Some tinier puppies can have reactions to some wormers and other meds so make sure your puppy is eating and acting correctly after any worming or medicine or vaccine up to 72 hours later. If puppy gets a cold at all or any sickness you agree to be proactive and put your tiny puppy on an antibiotic immediately.

(Weight): The best way to make sure your animal is eating well is to weigh your animal and watch that he is eating the soft food well when you give it to him. Buyer agrees to get a food scale that weighs by ozs or grams and weigh puppy every other day. This scale is necessary to make sure the animal is gaining weight. If not gaining you will need to force feed him by syringe, or do so more often. Continue until puppy is eating and gaining on his own. If you need to hand feed your puppy you **MUST** make sure puppy is alert enough to swallow and will not inhale the food. If there are questions call the Seller. You agree to call seller immediately if hypoglycemia or any other health issue occurs before you go to the DVM office.

(Housing): For the first few weeks keep puppy crated in an area no bigger than a puppy playpen, 24/7 unless you have him out, feeding him or playing with him for a couple of minutes, then immediately return to the crate. Everyone wants to take the new puppy everywhere when they first get them, and let them run and play all the time, but with an extra tiny one like this you have to allow them to be resting a lot of the day and should not take him away from his crate or your home for the first few weeks except to only go to the DVM office and back. Keep your puppy in a warm place away from windows or drafts. If you use a heating pad for your puppy make sure your puppy is not chewing on it and make sure the puppy can get away from the heat if they get too warm. Ensure that your heating pad does not automatically shut off after 15 minutes, ensure proper temperature that is not too hot or cool.

(DVM): As with all animals these puppies must be taken to a DVM within 72 hours of transfer minus weekends and holidays, for a health check. If your DVM finds anything wrong Buyer agrees to call Seller from the DVM's office immediately. It is possible your DVM may want to do expensive tests that are not needed and no matter what the outcome is they will prescribe the same medications. Sometimes it is best to treat without all the expensive tests. Buyer agrees to call Seller before any tests are done, procedures are done, or meds over \$20 are prescribed if you purchase one of my pups. Seller will not reimburse for any DVM bills under any circumstances so best to call seller to discuss the most cost effective options for buyer. Tiny puppies like this are fragile at first and so you will need to go by the schedule and procedures seller tells you **EXACTLY**. After the first month you won't have as much concern and you will have a healthy animal. The first few weeks are essential to a successful and healthy animal. In the beginning tiny puppies like this take more time and attention to care for. But it is worth the extra work to have the **HEALTHY** tiny dog you want. You the Buyer agree to take this contract along with the Sale / Purchase Agreement, (3 pages in all), to any and all DVM visits so your DVM knows what the breeder recommends and what may void the health contract. In so doing you protect yourself if your DVM does something that is against our contract and can ask for reimbursement from your DVM if they breach your breeder / buyer contract.