

DECKER TERRIER PUPPY CONTRACT/HEALTH GUARANTEE

I, Kimberly Seegmiller, the Breeder/seller, do here by agree to sale of one (1) canine of the following description:

Breed: _____ Sex: _____ Date of Birth: _____ Color:

_____ Pattern: _____

Registration # (if applicable): _____. Type of registration:

_____.

Sire: Reg. # (if applicable): _____. Dam: Reg. # (if applicable):

_____.

Total Cost of above Canine: \$_____. (Not including shipping costs)

Shipping/Delivery Costs, if needed: \$_____. (Includes air-fare, crate, and veterinarian health certificate).

Non-Refundable Deposit: \$_____. Date Paid: _____ (This contract must accompany the deposit).

Remaining Balance \$_____, is to be paid in full prior to the buyer receiving the canine.

Balance to be paid _____

I, the Buyer do hereby agree to buy the above mentioned Canine, and agree to the following terms and conditions:

The Canine listed above appears to be in good health at the time of the sale, and embodies the characteristics of the breed named above. This Canine is purebred with purebred parents. The Breeder believes this above described canine to be in good health at the time of delivery.

The Buyer is to have this Canine examined by a veterinarian of their choice within 72 business hours from time of delivery or pickup. Failure to do so will void this contract and its guarantees. If within those 72 hours the puppy is found to have a life-threatening defect, the buyer may return the puppy for a replacement puppy (with equal or lesser value; with same coat, color or gender) as soon as one becomes available. If the Canine is found to have a fatal or severe life-altering genetic defect by the age of 6 month's that is diagnosed by the Buyer's licensed veterinarian, the buyer has two (2) business days to notify the Breeder of their veterinarian's findings in writing, and the puppy will be returned to the breeder within a reasonable time frame after the exam (as determined by the Seller). This problem must be recognized by a licensed vet and a written copy of the tests/procedures performed and the diagnosis must be sent to the seller within 10 days of the diagnosis of the condition. FURTHERMORE, NO TREATMENT OR SURGERY SHALL BE DONE ON THE PUPPY UNTIL THE SELLER IS CONTACTED AND HAS TIME TO CONFER FOR A SECOND OPINION. In addition, BUYER will be responsible for any and all vet costs associated with the puppy. No refunds will be given to the buyer for vet costs. When the buyer has decided to return a puppy (with defects such as those listed above) and seller has been notified, the puppy must be returned to the seller within 2 weeks of written notification to the buyer. If the buyer decides to keep a puppy in the event of a defect being found (and does not

make arrangements to return the puppy within 2 weeks of notification of defect), the buyer no longer has any obligation to replace the puppy at any later date. If the puppy is returned due to life threatening defects (those listed above), and if Kimberly (the seller) vet agrees to the diagnosis of the condition after conferring with the buyer's vet, then a replacement pup will be issued as soon as one becomes available.

In the event of the puppy's death a necropsy must be performed to determine the cause of death and the buyer will be responsible for these charges; Breeder is in no way responsible for payment of this exam, or any other medical or veterinarian charges. The Buyer understands that the Breeder offers No Cash Refunds. If the buyer qualifies for a puppy replacement then the purchase price will be put towards another Canine of equal or lesser value when one becomes available. Under no circumstances will refunds be made in lieu of a replacement. If Buyer rejects a replacement puppy, all sales become final. The Buyer is responsible for all expenses in the return of the Canine. Under NO CONDITION will the breeder replace this canine where the breeder was not advised of its being ill beforehand or "put to sleep" without the breeder's permission.

All appropriate shots for the canine's age have been given, and a record of this vaccination history is supplied at time of delivery. The Buyer agrees to maintain the canine's health in good condition, and to provide yearly examinations, vaccinations, heartworm, and any other usual procedures necessary to assure good health. The Breeder has done everything possible to produce healthy sound canines both by breeding only dogs that are free of hip, elbow, and spinal disc dysplasia, and by raising the canines in the best way possible in regards to diet, exercise, socialization and veterinary care. The Buyer agrees to provide a suitable and safe area for this canine. The Breeder's guarantee does NOT cover any liability for any injury, or illness caused by stress induced hypoglycemia, canine influenza, pneumonia, parasites internal or external, ringworm, coccidiosis, giardia, hepatitis, other diseases/illnesses/viruses, or mites after leaving our care. There are all types of parasites that lie dormant and that can be brought on by stress or change of environment due to allergies etc., and there is no way to predict how a pup will cope with the change. This is why the buyer agrees to not change the puppy's dog food for at least 1 week after pickup as to not stress the puppy more than necessary. Also, there is no guarantee against any diseases contracted after leaving Seegmiller Kennel premises. I do my best to provide a clean, healthy, safe environment and to ensure that the buyer is getting a healthy pup.

Buyer's initials to agree to terms of first page: _____

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The Buyer assumes the responsibility to carry on with the appropriate vaccinations, exercise and feedings schedule, recommended by the Buyer's veterinarian.

The seller promises to try to be a lifelong assistant with the buyer's puppy in regards to being available for advice if needed. Kimberly, the breeder/seller, deeply cares for all animals that go on to new homes and requests that the buyer call or email her if needed. Also, Kimberly, the

breeder/seller has first right of refusal to the puppy if the buyer at any time no longer is able or no longer wants the dog in question. In that case, Kimberly will try to find the puppy a new home.

The Breeder/Seller can offer no further guarantees once the care of the canine is no longer under their control. Seegmiller Kennel only guarantees a pet quality dog and in no way implies or guarantees the ability to breed or show the dog. Therefore, the Breeder does not make any guarantees as to the canine's adult size, weight, hair, coat, skin conditions, temperament, or train-ability of the canine. The Breeder neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Breeder and Buyer with legal respect to this sale. If there are any disagreements or discrepancies, they must be handled in the state of Missouri and the county of Schuyler, at the buyer's expense in regards to all legal fees.

The Buyer's signature below indicates that He/She has read, agrees, and does understand all the conditions of this contract and agrees with the sales agreement.

Buyer's Signature Breeder's / Seller Signature (Kimberly Seegmiller)

Printed Name: _____

Address: _____

City, State, Zip: _____

Phone number: _____

Email: _____

Date of agreement: _____

Date of pickup: _____