

Health Guarantee and Bill of Sell Contract

Date of Contract: _____

Breeder Information:

A Puppy Crush	PO Box 1013
Mandy Peterson	435-201-9175
863 E 1020 South	mandy@apuppycrush.com
Salem, UT 84653	

Buyer Information:

Buyer's Name _____

Phone Number _____ Email _____

Address/City/State/Zip _____

Puppy Information:

Date of Birth: _____ Gender: M F Breed: _____

DDA Litter Registration Number: _____

Color: _____ Dam: _____

Sire: _____ Date Available: _____

Purchase Information:

Sale Price: \$ _____

Non-Refundable Deposit (Is applied to final purchase price): \$ _____

Shipping Fee: \$ _____ Total Sale Price: \$ _____

Breeder Guarantee: Breeder is the legal and true owner of the puppy and has full right and authority to sell the puppy. The puppy is being sold free and clear of any lien, security interest, charge or other encumbrance.

Health Guarantee: The Breeder takes pride in producing happy, healthy, well socialized puppies. Puppies will be examined by a certified veterinarian and receive the following while in the care of the Breeder: any required vaccinations, wormings/flea/tick/heartworm prevention, exercise, fresh water, high quality food, treats, pet care products, and puppy training (potty, crate, beginning obedience, socialization, Early Neurological Stimulation, etc.). The Breeder guarantees the puppy's health for 3 business days after delivery of the puppy to the Buyer in the case of communicable diseases. The Breeder further guarantees until the puppy is of 4 years of age (any claim must be submitted before the puppy's fourth birthday) to be free from any inherited life threatening defects or disease. (Life threatening as defined, "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 performed beyond the cost of said puppy." If such an inherited defect should occur, and be diagnosed in writing by a qualified veterinary specialist, the Breeder will replace the puppy with a puppy of similar quality upon the return of said puppy or a refund of the purchase price at the Breeder's option.) The Breeder IS NOT RESPONSIBLE for any veterinarian bills incurred by the Buyer.

Diagnosis of any hip dysplasia requires a Penn Hip report; A diagnosis of progressive Retinal Atrophy requires the report of a Certified Veterinary Ophthalmologist. These tests must be done before the two year old date.

IF the puppy is not up to-date on all immunizations and hasn't followed our health guidelines this guarantee is NULL and VOID and no replacement puppy will be given. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis, as well as the return shipping of the replacement puppy.

This Guarantee does NOT cover Cherry Eye, Entropion, Ectropion, allergies, undescended testicles, loose knees or hips, Stenotic nares, elongated soft palate, umbilical hernia, dermatitis, demodetic mange, malocclusions, spaying/neutering, injury or death from routine surgical procedures. Breeder will NOT replace a puppy due to heat stroke, abuse/neglect, or improper continuing socialization/training by the Buyer. Buyer agrees they have thoroughly researched the breed of puppy they are purchasing and understand any health issues the breed can possess. Buyer is responsible for all medical costs of the puppy. This Guarantee only covers the original Buyer and is not transferable.

Breeder cannot guarantee your puppy against any illness or opportunistic parasite brought on by stress of moving (to Buyer's home) shipping, or motion sickness brought on by being transported. This stress can result in illnesses or opportunistic parasites such as but not limited to: giardia, hypoglycemia (low sugar shock), coccidia (dormant in most living animals), kennel cough, etc. All puppies are treated regularly according to our certified veterinarian's guidelines and worming will become the Buyer's responsibility once puppy is in their care. These are easily and economically treated and should they occur SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THE BUYER HAS INCURRED.

This guarantee is also contingent upon Buyer exclusively feeding puppy PawTree kibble for the first full calendar year the puppy is in Buyer's possession.

If Buyer has purchased breeding rights for puppy, the puppy MUST NOT BE BRED before the age of one and a half years old, otherwise this contract is NULL and VOID of all guarantees.

Any exam performed by a veterinarian in the Banfield network (PetSmart/Petco) will VOID this guarantee in its entirety due to their reputation of financial abuse of new puppy owners.

Breed Guarantee/Release of Registration: Breeder guarantees the breed/parentage of the puppy. The Breeder will release and send Registration papers within 10 business days to the Buyer upon proof of spay/neutering the puppy.

Fitness of Purpose: This puppy is bred to be a companion animal. Although the puppy may be capable of excellence in obedience trials and show ring and/or breeding, no warranty is provided by the Breeder as to its fitness for any specific purpose.

Non-Refundable Deposit: This is a fee used to hold your puppy/place in line. It is not refundable, but can be transferred to another available puppy of Buyer's choice should complications arise (circumstances must be agreed upon by both Breeder and Buyer). If puppy dies or is found to have a physical defect making it unfit for purchase, prior to being transferred to the buyer, the deposit will either be refunded or transferred to another puppy of equal or lesser value. Refunds will only be made immediately after determining original puppy is unfit. If Buyer chooses to transfer funds, no refund will be made. If there is not an available puppy at the time of transfer, the Buyer has up to 12 months to transfer the holding fee to a puppy of their choice. Buyer will forfeit the holding fee after 12 months. The holding fee is credited toward the total purchase price of the puppy.

Buyer Responsibilities: Puppy MUST be examined by a licensed veterinarian within 48 hours of arrival to your home to validate health guarantee. This examination is only for initial health of puppy at time of delivery and does NOT include verification of hips as buyer is required to verify dysplasia through OFA/PennHip xrays by 24 months of age. Should your veterinarian find your puppy to be unfit for sale at this initial examination, it will be replaced provided it is returned with a written statement from your veterinarian stating the nature of their findings. If said findings are countered and proved untrue by Breeder's veterinarian, buyer can either accept original puppy back at own cost or relinquish all claims to said puppy or any other puppy from A Puppy Crush. It is the buyer's responsibility to return said puppy along with all papers and package content. Buyer will be responsible for all shipping on return and replacement puppies. THE BREEDER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES THE BUYER HAS INCURRED. (Again, any exam performed by doctors from Petco/PetSmart will null and void this contract.)

The Buyer agrees that the dog will live with the Buyer as his or her companion. The Buyer also agrees that he or she is not an agent for another person or business in this purchase.

To prevent unfortunate accidents and for the puppy's general well being, the Buyer will maintain the puppy in an adequate enclosed area and will not allow the puppy to roam at will. The puppy will not be mistreated, neglected abused in any way, kept outside in extreme heat or cold conditions or kept on wire flooring. The Buyer will not chain or tether the puppy in the yard or keep puppy permanently in a kennel since research shows that this causes antisocial behavior in dogs. Also, the Buyer will provide nutritious food, water, exercise, proper socialization with other animals/dogs as well

as with people and training (either by themselves or by hiring a professional breeder) and necessary health care by a licensed veterinarian, including appropriate worming including for heartworm and vaccinations. Any violations of these requirements will violate this agreement.

STRICT SPAY/NEUTER CONTRACT: Unless Buyer has purchased or otherwise arranged breeding rights, the Buyer will engage a licensed veterinarian to neuter/spay the puppy by the age of nine months. To receive the puppy's registration papers, the Buyer will send proof of neutering/spaying to the Breeder at the address shown in this document.

Nutrition Agreement: Buyer agrees to feed the dog/puppy PawTree dog food/products for the first calendar year (beginning on the day your bring puppy home) of your puppy's life. Dogs can become sick and have health problems if they are not fed quality food. By nature dogs are carnivores and would eat raw meat/food they would scavenge in the wilderness. The ultimate diet would be 100% raw. However, that can be extremely expensive. We have researched many dog food brands and have concluded that PawTree dog food is a good, nutritious option. If you feed your dog a different brand of dog food during puppy's first year, this contract will be null and void. (You may also feed your puppy appropriate raw food.) Please check our website for raw food options. You will need to sign up for PawTree through the A Puppy Crush website.

Payment: Payment is due in full on Puppy Picking Day. Payment must be in the form of cash, cashier's check or Venmo. *No payment will be refunded for any reason.* NO PERSONAL CHECKS WILL BE ACCEPTED.

Transfer of Ownership: The Buyer will not sell, give or release this dog to a pet shop, retail store, dog dealer, animal testing facility, research facility or any agent for these. If the Buyer wishes to transfer the dog to another breeder, the Buyer must receive the Breeder's permission in writing. The Buyer must require any new owner to follow the terms of this agreement.

Indemnity: Buyer agrees that if his or her actions or failure to act results in any claim, suit, loss, damage, injury, death or liability, the Buyer will defend, indemnify and hold Breeder harmless and will pay all of the Breeder's cost and expenses including reasonable attorney fees, any amount paid in settlement and any award or judgment.

Miscellaneous: Both parties agree that they will not disparage or denigrate each other orally, electronically, or in writing. Should Buyer make online derogatory claims, Buyer agrees to pay all fees to have negative remarks and claims removed from the world wide web. Buyer shall also be responsible for any costs should Breeder need to enforce removal, including necessary attorney fees, court costs and fees to the online company to remove the complaint.

Image Rights: Any pictures taken by the Breeder are of a professional quality and shall not be altered by the Buyer. Buyer also does not have permission to use these photos to sell to a third party. However, any pictures the Breeder posts on Instagram or Facebook of the Buyers puppy may be copied by the Buyer and posted to their own social media accounts to share with family and friends

(only). Any images shared by the Buyer through email, text or social media will be available for Breeder to copy and share on A Puppy Crush social media accounts. Breeder will tag Buyer in any posted images.

Breeder Rights: Breeder has the right at any time to stop breeding activities. In this case, no replacement puppy will be given and this contract is null and void. No cash refunds will be given for any reason. However, Breeder will do their very best to fulfill all agreements/contracts before ever stopping breeding activities.

Release of Claims: The Buyer releases the Breeder from any and all liabilities or damages caused by the puppy after placement. These damages include, but are not limited to: destruction of property and or physical damage to any person.

Limitation of Actions: Any action or claim brought by the Buyer against the Breeder for breach of this contract for loss due to negligence must be brought within one year of the date such claim or loss occurs.

Jurisdiction: The Buyer agrees that he or she understands this contract fully and that this contract is in the jurisdiction of the State of Utah, in the County of Utah in which the Breeder resides or does business.

Mediation and Arbitration: Mediation and arbitration lower any potential legal costs for both the Buyer and the Breeder. If a dispute arises under this contract, the Buyer and the Breeder agree to first try to resolve it with the help of a mutually agreed-upon mediator in the jurisdiction of this contract. Any costs and fees other than attorney fees associated with the mediation will be shared equally by both the Buyer and the Breeder. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Buyer and the Breeder agree to submit the dispute to a binding arbitration proceeding located closest to the residence or business location of the Breeder, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

This contract represents the entire agreement between the parties. The Breeder and the Buyer have made no other agreements, promises, or representations (verbal or implied) unless specifically stated in this written agreement. This is a legally-binding document.

I, the Buyer of a puppy from A Puppy Crush, hereby acknowledge that I have received a copy of this contract and acknowledge by signing below that I have read, understand and agree to the terms of this contract in its entirety. By signing this contract I also acknowledge that I have received a puppy into my possession.

Buyer Signature

Date

Breeder Signature

Date