



THIS AGREEMENT made the _____ day of _____, 2022 by and between:

BUYER:

Address:

Phone:

Email:

---AND---

Breeder (Seller):

Name: Country Pups Cavaliers

Address: Po Box 6, Weston, ID 83286

Phone: 435.799.7877

Email: Countrypupscavaliers@gmail.com

Litter Name:

DOB:

Puppy Description:

Sex: M / F

Sire:

Dam:

Deposit/ Reservation has been made in the amount of \$ _____ and is Nonrefundable.

Remaining balance of \$ _____ is due by the _____ day of _____, 2021.

Puppy is sold (with / without) breeding rights.

Puppy is sold (with / without) spay/neuter contract.

Buyers Signature: _____ Date: _____

Sellers Signature: _____ Date: _____

Initial: _____ Date: _____



Puppy Deposit Terms and Payment Conditions:

ALL DEPOSITS ARE NON-REFUNDABLE. A \$500 DEPOSIT, is required to hold the puppy of your choice until puppy is 8 weeks when remaining balance is due. All puppies must be paid for in full by the time they are 8 weeks. All puppies will be held until they are 8 weeks old for local pick-up. If puppy is being shipped, full payment due at 48 hours before puppy leaves, puppy will ship at 8 weeks. We retain full interest in pet until payments clear. Buyer also agrees to surrender the pet back to seller and pay any and all legal fees incurred by seller to collect on any returned NSF transactions. **WE DO NOT ACCEPT PERSONAL CHECKS** The breeder has the right to cancel this contract and refund the deposit if she feels it is in the best interest of the puppy. If the final payment is not received by the time the puppy is 8 weeks and 3 days old, the deposit is forfeited. Country Pups Cavaliers has the right to keep the Deposit, and re-sell the puppy in question unless other Terms are agreed upon in writing. By signing the deposit agreement below, The Buyer agrees to all terms concerning deposit policy as stated above.

I am giving The Seller a Nonrefundable Deposit of \$500. The Seller agrees to take this puppy off the market and hold until purchased as per the terms listed above.

Signature:

Date of Deposit:

Initial: _____ Date: _____



Purchase Agreement:

1. Breeder will not give a refund due to any personal reasons such as allergies to the pet, death in the family, landlord's disapproval, family disagreement, or any other problems not related to the health of the pet.

2. No warranty or guarantee is made to the disposition, life span, size, color, show quality, breeding quality and/or ability of the puppy to reproduce. No guarantee is given for coat quality, or to what extent this dog will shed. We do not guarantee "Hypoallergenic" qualities. Seller does not offer any guarantee against retained testicles, umbilical hernias, cherry eye, retained baby teeth or bad bite. Replacement puppy, nor refund (full or partial), is offered upon discovery of any of aforementioned.

3. **Right of First Refusal:** Buyer also agrees that if at any time the Buyer cannot retain, or chooses not to retain possession of the puppy, it is to be returned to the Breeder. The puppy will be returned with all medical records. Breeder agrees to pay costs associated with travel in returning the puppy. Breeder will Refund buyer up to fifty percent of original purchase price. There are many costs associated with resuming ownership of puppy, including but not limited to:

- Veterinarian costs to have the puppy evaluated, brought current on vaccinations, administration of any necessary antibiotics. Quarantine if required.
- Correction of behavioral issues.
- Rehoming costs

For these reasons a full refund is not offered. **Under NO circumstances is the puppy to be placed in a pet shop, sold to a third-party reseller, animal shelter, or similar establishment.** If we are not able to take this puppy back, we are more than happy to assist you in placing the pet in a loving home. We are always happy to help, please just ask.

Health Guarantee:

This puppy has been seen by our licensed veterinarian and has been deemed in good health. To honor guarantee a licensed veterinarian must examine your puppy no later than three business days from date of delivery of puppy. Failing to do so will void your three-day unlimited health guarantee. Seller is under no obligation to honor (warranty / guarantee) if this puppy has not been seen by a licensed veterinarian within said time. If the veterinarian discovers the puppy to be unsound, it can be returned within the three-day period for a replacement puppy of equal value at the breeder's discretion. This is provided the puppy is returned with a letter from the examining veterinarian stating in what respect the puppy is unsound. If Buyer chooses to retain puppy upon the discovery of any issues within the 3-day time frame, contract is nullified and no additional guarantees are offered.

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- No replacement after 3 business days, and our health guarantee is nontransferable.
- Seller/Breeder assumes no liability for any expense incurred by Buyer, related to Veterinary Medical charges.
- Health (warranty / guarantee) is void if any vaccinations are not administered by a licensed veterinarian. If oral flea medication, heartworm etc. is administered without prescription, or dispensed from anywhere other than licensed veterinarian clinic.
- Health (warranty / guarantee) is limited to only **1 year** if puppy is not fed Pawtree dog food purchased thru <https://shop.pawtree.com/countrypupscavaliers/products>. Any variety thru PawTree may be fed. By feeding a high-quality food without fillers and byproducts, we believe our puppies have a much better opportunity to live a long and healthy life. Just like we need adequate nutrition for all of our systems to function at their best, so do our pets.

Puppy is (warrantied/ guaranteed) for **five years** from the following debilitating genetic diseases;

- Degenerative Myopathy
- Dry Eye/ Curly Coat
- Episodic Falling
- Skeletal Dysplasia 2

Puppy is (warrantied/ guaranteed) for the span of **three years** for the following;

- Debilitating Murmur graded IV or greater by two sperate veterinarians.
- Mitral Valve Disease, verified thru echocardiogram.
- Debilitating Spinal malformations
- Hip dysplasia graded Mild, Moderate or Severe by veterinarian and supported by OFA examination.
- Grade 2 and 3 luxating patella requiring surgical intervention; verified by two separate veterinarians.

Health (warranty / guarantee) is null and void upon any evidence that a puppy's illness is caused by abuse, neglect, exposure to weather, injury, choking, poisoning, improper nutrition or failure to obtain routine veterinary care to insure the health of the pet, etc.

1. The buyer must contact the breeder immediately upon discovery of a genetic or general health defect. At this time, we have the right to have the puppy examined by our veterinarian, and/or have our veterinarian examine reports from buyer's veterinarian. Genetic tests must be performed thru licensed facility. Breeder reserves

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the right to have the test repeated by testing facility of their choice. Genetic testing must show results of AFFECTED, with supporting documentation from Licensed Veterinarian of “symptomatic”. No replacement will be given on a deceased puppy until a necropsy is performed to determine cause of death. The buyers of the puppy will pay all expenses associated with the diagnosis, treatment, and testing. Any request for replacement must be accompanied by all medical reports including the necropsy report. Necropsy must show death caused by genetic defect. Microchip number must be included on all documentation.

2. This guarantee is null and void if the buyer fails to complete vaccinations, worming and puppy checks with a qualified veterinarian. Proof of said maintenance must be furnished upon request of breeder. No guarantee is given for any kind of worm, Coccidiosis, or Giardia beyond the initial fecal sample. These parasites are all too common to pups and can be contracted from your soil or boarding facility. Your puppy has been wormed routinely from two weeks of age until your possession. It is your responsibility to continue to worm your puppy and check for parasites. Your pup should be placed on a monthly heartworm preventative. Our contract is null and void if your puppy is given any type of oral flea medication or oral flea and heartworm combination product not prescribed by licensed veterinarian.

3. No guarantee is given for hypoglycemia (low blood sugar). This condition is not hereditary and is very preventable with a high calorie booster such as Nurtical or Fortical. Hypoglycemia is a serious matter for small puppies. Some causes of hypoglycemia are stress, and lack of food and water. To prevent this, provide your puppy with frequent small meals and water all throughout the day. Make sure he/she is eating and drinking well, and does not go for long periods without food, water and REST! Allow your puppy lots of down time to rest. DO NOT over exert your new puppy. We recommend adding Purina one Forti flora probiotic to your dog’s routine diet.

4. Rabies vaccines cannot be administered before 14 weeks of age, in the state of UT. Statutes vary by state, and this contract will honor the statute of the state the puppy is residing in, with regard to Rabies Vaccines alone. If you allow your veterinarian to administer this vaccine too early, your guarantee is void. Just like humans, a small percentage of pups can have reactions to vaccinations. We are not responsible for any problems or health issues that may incur due to vaccinating your pup.

5. We do not require you to return your pet to us as a resolution to any of the aforementioned health guarantees. We recognize and embrace that pets become part of our families, and should remain in their home for as long as possible. As compensation for any health guarantees in this contract we offer the following;

Initial: _____ Date: _____



Replacement puppy of same gender, and breed within one year of the notification of health issues.

OR

A Refund of 100% of the total purchase price if within three years of date birth; 75% of total purchase price starting 3 years from date of birth to 5 years; 50% of total purchase price starting at 5 years from date of birth. Refund to be issued within 90 days of agreed upon resolution.

Upon Refund, or Replacement, contract is fulfilled and no other guarantees remain.

This contract is legal and binding, and Breeder reserves the right to seek legal action at the expense of the buyer, not to exclude any travel cost that could incur. Buyer agrees to assume all legal fees associated with breach of contract, collections or litigations. Contract will be construed under the laws of the state of Idaho. By signing this contract and returning it to the breeder with the deposit, the buyer agrees that they have read and fully understand all of the terms and conditions. Buyer agrees that any legal proceedings will take place in the Franklin County Courts of Franklin County Idaho.

I, AS THE BUYER HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE CONTRACT AGREEMENT & GUARANTEES.

Buyer's Name: (printed)

Buyer's Address:

City, State, Zip

Email: _____ Phone#: _____

Cashier's Check: _____ Cash: _____

DL# (required for cashier's check): _____

Buyer's Signature: _____ Date of Sale _____

Breeder's Signature: _____ Date of Sale _____

Initial: _____ Date: _____