**Dog Health Warranty, Purchase Agreement and Spay / Neuter Contract**

This contract is between: Diamondcrest Farms (Hereafter “Seller” and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereafter “Buyer”) and is entered on this date: \_\_\_\_\_\_\_

**Pertaining to:**

\*Puppy Litter Name/Color \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Gender: \_\_\_\_\_\_\_\_\_ \*Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Microchip #: \*Registration Type: (if applicable): \_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Reg #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This pup is purchased \_\_\_ with or \_\_\_without breeding rights.

**RESERVATION FEE:**

The Seller reserves the right to keep any puppy(ies), at any time, to add to our breeding program.
• The Seller may terminate the sale/contract at any time, for any reason, by returning the reservation to the Buyer.

• This fee is non-refundable and is payment for services already rendered (correspondence, social media posts, etc).

• This fee DOES goes towards the total purchase price of the puppy.

• The Buyer may choose to roll the reservation once with no penalty.

​• **If the reservation is rolled a second time**, pricing is no longer guaranteed and the Buyer will be moved to "inactive" status until they advise the Seller they are ready to commit to a puppy from a specific litter. If a puppy is not then chosen from that specific litter, the reservation fee will be forfeited. *(The purpose of this is to prevent "1st pick hogging" where one person sits in the first spot indefinitely, which is unfair to the other puppy families.)*

• If the reservation is not applied to a puppy within 24 months of receipt, the fee is forfeited.

• By paying the reservation fee to the Seller, the Buyer is acknowledging agreement to these terms.

**Seller's Responsibility:**

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following:
	1. Age-appropriate immunizations
	2. Subcutaneous microchip
	3. Deworming
	4. Health certificate (available at the time the Buyer takes possession)

1. The Seller provides warranty against debilitating congenital defects for a period of two (2) years after the date of sale.
	1. Debilitating congenital defects are defined as those present since birth that are life-threatening or severely life altering.
	2. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies).
		1. Buyer must supply any requested veterinary records related to the dog’s condition to the seller within 24 hours of diagnosis.
		2. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the Seller’s choice at the Seller’s expense.

Should first 2 vets have differing opinions, a 3rd vet (agreed on by both parties) will serve to make a final decision and cost will be shared by both the Buyer and Seller.

* + 1. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.
	1. If a congenital defect is identified within the warranty period, the Buyer has the option to obtain a replacement puppy from the Seller of equal or lesser value from the next available litter.
		1. Return of the original puppy purchased will be at the Seller’s discretion.
		2. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 12 months.
		3. Color or gender is not guaranteed
		4. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.
	2. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller’s veterinarian, the buyer waives all rights to a replacement puppy.
	3. This warranty does **not** include viral/fungal illnesses, infections, improper bites, stress-related illness, hernias, hypoglycemia, retained testicle(s), parasites (including Giardia or Coccidiosis), cancer or endocrine disorders, Cherry Eye or Entropian. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.
	4. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
	5. This warranty is non-transferable.

1. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

**Buyer's Responsibility:**

1. The Buyer agrees to pay the Seller a total sum of $ \_\_\_\_\_\_\_\_\_\_. This fee does not include shipping. If shipping is required, the Buyer agrees to pay $\_\_\_\_\_\_\_\_\_ for shipping, which includes a travel crate and a health certificate.
2. The Buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the Buyer at all times after the puppy leaves the Seller.

1. The Buyer agrees to have the puppy examined by a licensed veterinarian within **three (3) business days** of taking possession.

* 1. If the puppy is found to be in poor health, the Buyer has the option of returning the puppy to the Seller, at the Buyer’s cost, for a full refund.
	2. The Buyer will provide a written statement from a licensed veterinarian clearly stating the defect or illness.
	3. If the puppy is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.
	4. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that the exam room is properly disinfected before the appointment.
	5. Do not let the puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you to be safe.

1. The Buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if the puppy is diagnosed, even if the puppy has parasites present when sent home).
	1. If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.
	2. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
	3. Most parasites can be contagious, and it is possible that other dogs in the house can get them.
	4. Do not let your other dogs eat the puppy’s feces and clean it up immediately using proper cleaning chemicals.

1. The Seller highly recommends the Buyer provide basic obedience training with their puppy within the first year of owning their dog.

1. The Buyer agrees to postpone strenuous, forced exercise until after their puppy is over one (1) year of age to minimize joint damage as puppies develop.

1. The Buyer agrees to contact the Seller immediately if the Buyer determines they are unable to keep their puppy for any reason. The Buyer agrees to return the puppy to the Seller with no refund and at the Buyer’s expense.

1. The Buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.

1. The Buyer allows the Seller to use any pictures of the dog that the Buyer posts on social media for the purposes of reposting and sharing on Facebook, Instagram, their website, Twitter, YouTube, etc. or in any manner they choose.
2. Buyer agrees to provide the puppy with NuVet Plus vitamins (wafers) for the first 2 years of life. The Buyer agrees to purchase these vitamins using order code 4606558 and is aware the Seller receives a report of purchases for warranty purposes. Purchase may be made by phone at (800) 474-7044 or online at [www.nuvet.com](http://www.nuvet.com).

**Non-Breeding Contract:**

1. In the event the dog being purchased is one **WITHOUT** breeding rights, the Buyer agrees to confine the animal in such a way to prevent breeding by, or to, this dog for its entire lifetime.
2. **The Buyer agrees to NOT sterilize (spay/neuter) before at least 12 months of age.** If the dog is spayed or neutered before the age of 12 months, without permission of the Seller, the health warranty portion of this contract is null and void.
3. Should any puppies be produced by this dog, on accident or on purpose, the Buyer agrees to pay damages in the amount of $5000 per puppy produced and ownership of both the parent dog and puppies will be transferred to the Seller immediately.
4. It is understood that at the time of sale that the puppy is a representation of its breed and it is structurally and temperamentally suited for a companion and / or working dog. It is being sold as a pet without breeding rights.

**Full Breeding Rights Contract:**

1. In the event the dog being purchased is one with **Full Breeding Rights**, Buyer agrees to breed responsibly, to take back any puppies produced by this dog for their lifetime, sell pet puppies on non-breeding contract, educating any new potential owners about the breed, and to agree to microchip all puppies prior to leaving the Buyer’s home.

By signing this contract, I agree to all the previous terms of the contract and warranty.

\*First and Last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Street Name and Number City State Zip

Phone Number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Buyer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_

\*Seller Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_