

HEALTH GUARANTEE

This Agreement, by and between _____, of _____, hereinafter referred to as Breeder, and _____, of _____, hereinafter referred to as Customer:

1. Customer has agreed to purchase from Breeder the following puppy/puppies:

2. Breeder represents and warrants that, at the time of delivery, the puppy/puppies referenced above: (i) is/are in good health, besides any defects disclosed to Customer in this Agreement, (ii) has/have been examined by a licensed veterinarian, and (iii) is/are up to date on all shots and worming. Breeder guarantees the puppy/puppies to be free from life-threatening defects for a period of _____ days from the time of delivery, hereinafter referred to as the Guarantee Term.

3. Customer is aware and acknowledges that the puppy/puppies has/have the following defect(s):

Breeder shall not be responsible for any fees, costs or expenses, including but not limited to veterinarian or surgical fees, that may arise as a result of the above-disclosed defect and disclosed defect is specifically excepted from this Agreement.

4. Customer, at their own expense, is encouraged to have the puppy/puppies examined by a licensed veterinarian of their choosing within _____ days from the date of delivery.

5. If, within the Guarantee Term, a licensed veterinarian finds the puppy/puppies to have a life-threatening condition, upon proper notice and proof in accordance with Paragraph 6, Customer may return the puppy/puppies to Breeder and Breeder shall refund to Customer the full purchase price of the puppy/puppies. Said refund shall not include any costs of shipping and/or delivery.

6. To make a claim under the health guarantee under Paragraph 2 and to obtain the refund pursuant to Paragraph 5, Customer shall notify Breeder in writing of the life-threatening condition and provide documentation of a licensed veterinarian's diagnosis of such life-threatening condition within the Guarantee Term. Failure to provide such notice and documentation shall operate as a waiver of Customer's rights hereunder and Breeder is not required to provide a refund pursuant to Paragraph 5.

7. If Customer does not have the puppy/puppies examined by a licensed veterinarian within the Guarantee Term, Customer acknowledges and agrees that the puppy/puppies is/are sold AS IS with no warranty or guarantee of health.

8. Due to the Breeder not being able to control the environment where the puppy/puppies is/are being taken to, this Agreement does not cover temperament of the puppy, fleas, worms, ear mites, colds, Hypoglycemia, Coccidiosis, Giardiasis, Parvo or Osteochondritis dissecans (OCD). Further, neglect or injury

from Customer shall not be covered under this Agreement.

9. Breeder shall not be responsible for any illness or injury contracted or sustained after the puppy/puppies leaves/leave the care of Breeder, including any illness or injury contracted or sustained during shipping and/or delivery.

10. Breeder does not guarantee the puppy's/puppies' adult size, color, hair texture, conformation, dropping of testicles, results of any DNA testing or suitability to breed.

11. The parties agree, under all circumstances, Breeder's liability, expenses and damages resulting from a life-threatening condition and this Agreement, and from the sale of the puppy/puppies, shall be limited to the purchase price of the puppy/puppies. Customer is prohibited from seeking costs, expenses, damages, including but not limited to veterinarian costs and surgical costs, in excess of the purchase price of the puppy/puppies.

12. This Agreement shall only apply to the original buyer, identified as Customer herein, and shall not apply to any subsequent purchaser of the puppy/puppies. Any rights or obligations of Customer under this Agreement may not be assigned or transferred.

13. This Agreement shall be construed in accordance with the laws of the State of Ohio and venue shall lie with the Court of Common Pleas of Holmes County, Ohio.

14. If any provision of this agreement or any order is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

15. This Agreement may be executed in counterparts, each copy of which will be regarded as an original. This Agreement contains all of the terms, conditions, and representations between the parties hereto concerning the health of the puppy/puppies, not to be amended or supplemented except as may be done in writing and signed by the parties hereto.

CUSTOMER

BREEDER

By:

By:

Title:

By:

By:

Title:

Date

Date