

## SUNNYSIDE GOLDENS

### **Health Guarantee**

The Seller warrants the Dog being adopted, to be in good health at the time of sale and that the Dog/Puppy has received all necessary, age-appropriate vaccinations and de-worming. The Dog/Puppy leaves Seller's possession with a good bill of health.

Buyer shall have the Dog examined by a licensed veterinarian *within 72 hours of possession*.

1. Health Guarantee does not include minor health ailments such as colds, allergies, stress colitis, internal or external parasites, umbilical hernias etc.
2. Seller assumes no responsibility for any medical expenses incurred after the sale.
3. Buyer agrees that the Dog's size, color, coat appearance, shedding, non allergenic, physical/behavioral traits cannot be under warranty and is unpredictable due to the nature of genetics.
4. Seller gives a Health Warranty against any inherited life threatening disease until Dog turns 12 months of age.

### **Buyer Responsibilities:**

1. Buyer agrees not to abandon Dog to an animal shelter, Humane Society, Dog pound or pet store.
2. Health Guarantee is only applicable to the original Buyer stated in this contract. If Dog has changed ownership Buyer remains responsible to ensure Dog is spayed or neutered before ownership changes. Health Guarantee becomes void once original ownership changes.
3. If Buyer does not meet the requirements stated above, the health warranty offered by Seller is null and void & a replacement puppy or refund will not be accepted.
4. The Dog is sold as a pet only and under no circumstances will the dog be used for breeding purposes.
5. Buyer shall spay/neuter the Dog by 12 months of age.
6. Buyer shall provide official spay/neuter certificate to Seller by 12 months of age.

If these conditions are not met

1. The health warranty offered by Seller is terminated and void
2. Buyer shall be liable to the sum of \$10,000.00 USD for every puppy produced from the stated Dog of this agreement.
3. Seller may take further legal action to enforce this clause

Buyer shall be liable to the Seller for any attorney fees, court filing fees, service fees and any other fee related to enforcement of this spay/neuter clause.

Should the Dog be diagnosed with an inherited, life threatening disease, Buyer must:

1. Notify Seller immediately
2. Send Seller official diagnosis & prognosis from a licensed veterinarian, along with any records showing proof of the inherited, life threatening disease (ie: blood results, x-rays, etc) *within 5 days of diagnosis*.

Health Guarantee will be terminated immediately and void should a veterinarian suspect that an injury, poor health management/diet or mistreatment to Dog be the cause or contribute to the animals condition.

Health Guarantee will be terminated immediately and void if all terms & conditions in this entire contract are not met by Buyer.

After the Buyer has selected their puppy and decides not to take their puppy home or Buyer is unable to keep their puppy at their home, 50% of the purchase price will be refunded.

Puppy must be returned at the Buyer's expense. If the puppy is returned after 30 days no money will be refunded.

#### **Seller Responsibilities:**

Should the Buyer meet all the above criteria and should a licensed veterinarian diagnose the Dog as having a life threatening, hereditary disease before the Dog turns 12 months of age, the Seller will:

Reimburse Buyer veterinarian expenses up to 100% of the original purchase price of the Dog, minus any shipping/handling fees.

#### **OR**

Replace the Dog with one of equivalent and comparable quality from Sellers next available litter.

1. Buyer to pay for any shipping/handling costs incurred for replacement Dog
2. Buyer to pay Seller difference in purchase price if the replacement Dog chosen is of higher value than original Dog.

Seller reserves right to 2<sup>nd</sup> opinion by licensed veterinarian of their choice.

#### **Sales Agreement**

Upon execution of this contract, all expenses related to the stated Dog, including but not limited to, feeding, training, veterinarian expenses, are the sole exclusive responsibility of the Buyer.

I, as the Buyer of the Dog described in this Contract, do hereby declare that I have read and fully understand and agree with all the terms, conditions, and warranties contained herein. I also understand that under no circumstances shall the Seller be liable to the Buyer for consequential incidental or special damages resulting from or in manner related to the Dog. Additionally, Buyer shall indemnify Seller from any damages to a third party related to the Dog.

Seller affirms that the Dog described in this Contract of Sale and Warranty is the Dog delivered to Buyer. Seller agrees to the terms, conditions and warranties contained herein.