**PUPPY PURCHASE AGREEMENT**

The following sale and agreement is made and entered into by and between the following persons and is effective this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_. PLEASE PRINT INFORMATION BELOW.

Superior Spaniels

2962 River Rd. Mt Pleasant, IA 52641

 Customer Name: Date Sold:\_\_\_\_\_\_\_\_\_\_\_

Address: City: State: Zip:\_\_\_\_\_\_\_\_\_

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

Microchip: Color: Sex: DOB: Breed:\_\_\_\_\_\_\_\_\_\_\_

Sire of this puppy:

Dam of this puppy:

GUARANTEE

**Buyers Responsibilities**

Have puppy examined by a licensed veterinarian within 72 hours of it going home, holiday weekends being an exception. The seller must be informed of the results of the vet check, whether good or bad, by midnight on the same day either by email or phone message. If the buyer fails to do this, the contract becomes null/void.

Puppy must be provided with preventative care including (but not limited to) annual vet exams, following vet guidelines on de-worming, vaccinations, and heartworm prevention. The puppy must also be housed and cared for properly and fed a premium dog food.

**Health Guarantee**

This puppy is guaranteed for one year against fatal and congenital/genetic diseases that negatively affect the health of the puppy. This includes severe hip dysplasia which requires surgery to return the animal to a walking state. Problems with the liver, kidneys, pancreas, spine, and heart that are severe/life threatening are also included. If the puppy dies within the one-year time period the buyer will pay to have it autopsied. If the cause of death is congenital or genetic the seller will replace the puppy with an equal valued puppy within 12 months from the date the seller was informed.

Puppies showing serious signs of severe congenital defects will be replaced as follows:

It must show the defect within the covered time period, up to one year of age. The seller must be notified of the problem within 2 days of the diagnosis and the buyer must provide reports from 2 licensed veterinarians that are from 2 unassociated clinics. The reports must come to the same conclusion and reach the same diagnosis. If the buyer would like a replacement puppy all vet records must be obtained and given to the seller within 5 days of the initial request. The puppy must also be returned to the seller within 10 days of the initial request. Or, if the situation is severe enough, the puppy may be euthanized with prior permission from the seller. The seller will replace the puppy with one of equal value within 12 months. The returned puppy must be in good condition, other than the problem reported. Buyer is responsible for all costs to return the puppy and all costs in getting the replacement puppy to the buyer. No replacement will be given if the puppy is euthanized without the seller’s permission. No replacement will be given if the puppy dies and the buyer does not have an autopsy performed or if the autopsy does not show that a congenital defect caused death. Any physical problem, which is, or could be, caused by accident, injury, neglect, or poor diet is not covered under this guarantee.

As of the date of delivery, your puppy will be up to date on vaccinations and de-worming. Treatment/preventative for coccidia and giardia will also be given. The buyer will be given a shot record with everything that has been given. More vaccinations and de-wormings will be needed and buyer is responsible for these. The puppy is guaranteed against Parvovirus and Distemper for 5 days upon arriving to buyer’s home. If the buyer claims either of these diseases an ELISA test must be performed within 5 days. This guarantee does not include stress induced illness such as coccidia or kennel cough, which can be very common in puppies.

The seller is not responsible for any medical expenses that are incurred. By owning a puppy trips to the vet and bills are expected. The puppy has been vet checked before leaving the seller and found to be in good health. The puppy will not leave if it is showing any sign of illness or injury.

 All items covered by the guarantee are by replacement only, with the seller choosing the replacement puppy. No refunds will be given in part or in full. The buyer is responsible for all shipping and transportation costs associated with returning an affected puppy and obtaining replacement puppy. If the buyer refuses to return the puppy, or have it euthanized, the right to a replacement puppy is forfeited, forever.

If the terms of this contract are not met it becomes null and void. By not signing the contract the buyer will be purchasing the puppy AS IS with no guarantee or warranty. This contract is only good for the original buyer and is not transferable. This is the only guarantee set forth, no other warranties either expressed or implied. Should the buyer choose to pursue matter in the court of law, that place of jurisdiction is Lee County, Iowa. The buyer will also be responsible for any attorney fees that the seller incurs.

\_\_\_\_\_\_The buyer understands the purchase price of the puppy and is to be paid in full prior to shipping. \_\_\_\_\_\_The buyer has read and accepted all terms of health guarantee/warranty.

Buyer’s Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller’s Signature Date\_\_\_\_\_\_\_\_\_\_\_\_\_