

~ Lofty Havanese ~
Puppy Contract and Health Guarantee

Thank you for the purchase of your new family member from me and I welcome you into my Havanese family. I am including a one year health guarantee for your information and peace of mind. I have home-raised all of my Havanese with extensive love and care from my entire family. I want you to enjoy them and love them as much as we have.

DESCRIPTION OF PUPPY(S):

Name: _____ D.O.B: _____

Sex: _____ Color: _____

Sire: _____

Dam: _____

The following agreement is between _____ hereafter referred to as "Breeder" and _____ hereafter referred to as "Buyer" for the sale and purchase of one purebred dog of the Havanese breed.

Will become the property of the Buyer in flesh as well as title upon the fulfillment of the following conditions:

Purchase price of \$ _____ paid by the Buyer to the Breeder. A shipping cost of (If applicable)

\$ _____ (*nonrefundable*) has been made on (date) _____, and the puppy will be delivered/picked up on (date) _____.

Breeder guarantees that the above puppy is a pure breed.

It is further agreed by both parties that:

USE OF THE DOG

Buyer agrees that the dog is not purchased for resale nor will it be used or trained for activities which are illegal or for which it is not suited by reason of temperament or conformation. Specifically, it will not be used as a guard or attack dog or to hunt or fight other animals.

The Buyer agrees that he/she will not sell, transfer ownership or possession of the puppy or any of his/her progeny to any person or organization whose intent it is to resell (pet store), trade, or give away the dog, or use it in any experiments, laboratory or otherwise or to use it as breeding stock for a puppy mill.

HEALTH AND HEALTH GUARANTEE

The breeder guarantees the above described dog to be healthy at the time of the sale. The breeder does not assume any liability for any injuries made to puppy after delivery due to the negligence of the buyer.

The buyer agrees to have this puppy examined by a veterinarian within 5 days of delivery. If puppy is to be found in poor health within the 5-day time frame, breeder must be notified immediately. If the buyer chooses not to have puppy examined within 5 days this contract will become null and void for a replacement puppy.

The buyer must present to the breeder written verification from veterinarian as to the illness of the puppy prior to puppy exchange. No exchange will be made until such documentation is provided. Breeder reserves the right to take said puppy to his vet for a second opinion before any exchanges are made.

The buyer agrees that all documents that were submitted at the time of sale be returned to breeder upon return of said puppy. If not returned buyer will not be able to exchange the puppy.

All vet charges and expenses will be paid by the buyer. Seller will not be responsible for any vet bills incurred by buyer. Seller is not responsible for medical expenses incurred. Buyer is aware that owning a pup means trips to the vet and bills. Buyer understands he/she will be responsible for ALL the vet bills. Pup has been vet checked prior to leaving us and found to be in good health.

As of the date of delivery, your pup will be current on vaccinations and deworming. The buyer has been informed of this. Buyer is aware puppy will need more vaccinations and deworming and agrees to provide these. Buyer understands that though his/her pup is current on the shots, more are needed to provide immunity to disease. It is the buyer's responsibility to transport the puppy to the breeder if they are to exchanging or sending back a puppy.

Breeder provides a one (1) year genetic health guarantee. Should the puppy expire within the first year of ownership **DUE TO A GENETIC DEFECT PASSED DOWN BY PARENT, BREEDER** will replace the puppy under the following conditions:

1. Buyer agrees that should puppy expire for unknown reasons and buyer requests another puppy that an autopsy should be performed on the puppy and a written statement is to be provided to the breeder with the exact cause of death (paid by the buyer). If the puppy expired due to the negligence of the breeder, then a replacement puppy will be provided.
2. If the puppy is found to have life threatening genetic problem due to the breeder within the first year of ownership than a replacement puppy will be provided upon written proof from veterinarian with *EXACT* cause of illness
3. Buyer agrees to return any registration papers from previous puppy to breeder before providing replacement puppy.

These fatal and life altering conditions include-severe Hip Dysplasia, Kidney, Heart, Pancreas, Spine and Liver conditions.

This guarantee does **not include Coccidia, Demodex, Giardia, and common Respiratory conditions, which are usually caused by bacteria and like the common cold must run its course.**

This guarantee does not cover what we in the Havanese breeds consider normal: Cherry eye, entropion, ectropion, "loose" hips or knees, allergies, soft palate issues, trachea issues, stenotic nares, inverted tails, fertility issues, parasitic, fungal or bacterial infection, respiratory infection, hernias, ect. Buyer understands that Havanese are special and that special consideration must be given if buying one of these breeds. We will not cover death if your pup has been put under (surgery ect, and has died). Putting a Havanese under requires a skilled and knowledgeable vet.

The buyer agrees to maintain the puppy's health in good condition, and to provide yearly examinations, vaccinations, and any other customary procedures necessary to assure good health.

The breeder has done everything possible to produce healthy sound puppies and by raising the puppies in the best way possible in regards to diet, exercise, socialization and veterinarian care.

All necessary vaccinations and wormings for the puppy's age have been given, and a record of this vaccination history is supplied to buyer upon delivery of the dog.

OWNERSHIP RESPONSIBILITIES

The Buyer agrees to maintain the puppy in a humane environment and properly train and care (quality food, water, shelter and veterinarian care) for the **entire life** of the dog. Specifically, the dog will be properly licensed and inoculated against rabies, distemper, parvovirus, and other communicable diseases as recommended by a qualified veterinarian. The dog will not be allowed to roam or stay as an outside dog 100% of the time, and will be socialized and obedience trained appropriately.

The Buyer agrees that this puppy will not be raised on slippery surfaces, not be allowed to jump up and down stairs, rough-house with larger dogs, jump down from heights or out of cars, etc, as this type of activity will contribute to the breakdown of joints and growing bones, dislocation of shoulders, hips and damaged elbows.

The Buyer further agrees that the puppy's weight will be under strict supervision until the dog reaches his/her second birthday. It is better to have the dog slightly underweight than overweight as excess weight contributes to structural breakdown of the dog. Buyer also agrees nothing will be given to the dog that would encourage rapid growth including steroids, nutritional supplements and anything that promotes rapid weight gain.

"SHOW QUALITY" DOGS

The Buyer will use their best judgment in evaluating the puppies as to show or pet quality. There is no guarantee that a puppy evaluated as "Show Quality" will be successful in the show ring as an adult and no warranties are made to that effect.

Buyer agrees that if said dog is shown and becomes a Champion, a picture along with a copy of Championship certificate will be sent to the Breeder at the below-referenced address. Breeder may publish this information as the Breeder of the dog along with the Buyer stated as being the owner.

RIGHT OF RECOVERY/PLACEMENT

If, for whatever reason, the Buyer cannot or does not wish to maintain custody of the dog (at anytime during its' lifetime) the Breeder is to be notified **immediately** of such case. The dog is **NOT** to be sold or placed anywhere without written consent from the Breeder. The Breeder will help assist in any placements of said dog/puppy. The Breeder will always accept the dog/puppy

back at no cost to the Buyer. The Breeder wishes to make sure that this dog is well cared for and placed in a proper environment for its whole lifespan.

VIOLATION OF CONTACT

Violations of the terms of this contract renders all guarantees stipulated in this contract to be null and void. In the event this contract and the parties involved have to be taken to court Buyer is responsible for all court costs if buyer takes seller to court and Seller is responsible for all court cost if seller took buyer to court.

UNDERSTANDING THE CONTRACT TERMS

This contract is designed to protect the Havanese, the Breeder, and the Buyer of Havanese. By signing, all parties agree to all clauses of this contract.

Signature of Buyer: _____ **Date:** _____

Address: _____

Phone # : _____

Signature of Breeder: _____

Date: _____

Lofty Havanese

Address:

Phone #: