Smoots Creek Kennels

Puppy Purchase Agreement

The following agreement is between Smoots Creek Kennels, and:

Puppy Buyer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City,State,Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Litter Choice:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Smoots Creek Kennels agrees to sell one puppy of your choice to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the price of $\_\_\_\_\_\_\_\_, of which the initial deposit of $500 is nonrefundable. Payment Process: $500 nonrefundable deposit due to hold a spot on a litter, the final $\_\_\_\_\_\_\_ payment is due at puppy send home day. If using PayPal, please add 3% to cover the PayPal fee. The buyer will pay a $1000 premium on top of the agreed upon price for full breeding rights if the buyer shall choose that option.

Smoots Creek Kennels will notify puppy buyer within three days of birth of the litter. If in the event that a puppy is not available for the sex the puppy buyer as requested, a full refund of the deposit will be returned, or the deposit will be transferred to another litter of equal or lessor value. Puppy buyer will also be given the opportunity to move to the end of the deposit list on available puppies of the opposite sex.

Puppy pick out will be at or before 5 weeks old. Smoots Creek Kennels will determine and notify puppy buyer when puppy pick out date will be. Puppies will be picked out in order of deposit. Puppies will be able to go home after 8 weeks of age. The puppy buyer agrees to pick up their puppy on the agreed upon send home date. If the puppy can’t be picked up on that date a boarding fee of $50 a day will be due upon pick up of the puppy. If puppy buyer is unable to make it to the pick out day, we will utilize Facetime, Skype or any other video chat service to help pick out their puppy in order of deposit. If puppy buyer is unable to make it to pick out day and/or unable to pick out a puppy on pick out day puppy buyer will be moved to the end of the deposit list.

Shipping

Smoots Creek Kennels is willing to ship the puppy at puppy buyers expense. The puppy buyer is responsible for shipping arrangements. If puppy buyer decides to ship the puppy then Smoots Creek Kennels does not accept responsibility for any health issues.

Health Guarantees

Smoots Creek Kennels certifies that, upon puppy buyer’s receipt, the puppy is in good health and has been given their first set of vaccinations, has been dewormed and has had a health check by a licensed veterinarian. Smoots Creek Kennels will provide health and vaccination records to puppy buyer.

Should the puppy become ill or unsound after the puppy has left Smoots Creek Kennels, any and all costs of treatment will be the responsibility of the buyer.

Puppy Buyer can return the puppy at puppy buyer’s expense for a full refund if it develops an illness within 3 days of being picked up. Puppy buyer must notify Smoots Creek Kennels immediately following diagnosis. Documentation must be provided by puppy buyer’s veterinarian and will be reviewed by Smoots Creek Kennels veterinarian for concurrence. Puppy buyer must return the puppy within 24 hours of notifying Smoots Creek Kennels of the puppy’s illness with all registration paperwork and health records at puppy buyer’s expense. Smoots Creek Kennels does not accept responsibility for any illness or disease diagnosis after 3 days from the date of pick up. Smoots Creek Kennels does not accept responsibility or have any guarantees for contagious diseases such as parvo once the puppy leaves Smoots Creek Kennels facilities.

This health guarantee does NOT cover conditions that are a result of negligence and/or abuse of the puppy.

Smoots Creek Kennels provides warranty against debilitating congenital defects for a period of one (1) year after the date of sale. This is unless the puppy in question was a donation puppy to begin with and not purchased from the seller. In those cases, the health guarantee is in effect, but a second free puppy / dog will not be provided, should something health wise occurs with your puppy. All other aspects of the contract still apply to buyer and seller on donation puppies / dogs.

A. Seller guarantees all possible steps have been taken with the sire / dam selection and breeding to prevent hereditary issues.

B. Debilitating congenital defects are defined as those present since birth that are either life- threatening or would prevent the puppy from fulfilling the intended purpose for which it was purchased.

C. 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 seven days 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.
3. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.

 D. 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. Unless your puppy was a donation puppy / dog to begin with.

 i. Original puppy need not be returned, provided there is proper documentation of congenital issue.

 ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait may be as long as 6-18 months.

1. Shipping fees will not be refunded, and any costs associated with the shipping replacement puppy are to be covered by Buyer.

 E. 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.

 F. This warranty does not include viral illnesses, or infections, such as and including, but not limited to, Parvo Virus, and other viruses or infections, improper mouth bites, teeth out of place or missing, stress-related illness, hernias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer, or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, chemicals or physical injury.

 G. No warranties or guarantees, expressed or implied, are made under this contract except as stated.

 H. This warranty is non-transferable.

 3. It is to be clearly understood, that the Seller does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense, the buyer might incur after leaving the sellers property, and for the life of the dog. It is encouraged that the buyer obtains pet health insurance prior to leaving the sellers property.

Responsibilities of Smoots Creek Kennels

* Provide care for the puppy until pick up day.
* Remove the puppy’s dew claws
* Administer first set of vaccinations and deworming for the puppy.
* Have the puppy health check by a licensed veterinarian before 8 weeks of age.

Responsibilities of Puppy Buyer

* Provide the puppy with a loving and caring home.
* Maintain the puppy in good health as recommended by a veterinarian.
* Provide proper immunizations, regular vaccine booster and worming.
* The buyer agrees to keep the puppy in an appropriate lean weight to maximize the puppy’s soundness and longevity
* Have the puppy checked by puppy buyer’s veterinarian within 3 days of pickup of the puppy.

Rehoming

If, for any reason, puppy buyer can no longer care for the puppy, Smoots Creek Kennels shall be given the first opportunity to resume ownership. However, Smoots Creek Kennels is not required to accept the puppy. If Smoots Creek Kennels resumes ownership, the puppy will be returned at the puppy buyer’s expense with all of it’s registration paperwork and health records.

Release

Smoots Creek Kennels is hereby released from any and all future liability puppy buyer with regard to the puppy. Puppy buyer agrees that from the date they take possession of the puppy, puppy buyer accepts all liability for the actions of the puppy and holds Smoots Creek Kennels harmless with regard to any and all third parties.

The buyer agrees NOT to sue the seller and to pay any and all court or attorney fees incurred by the seller should any suit be brought against the seller regarding this puppy/dog by any person. The buyer signifies acceptance of this condition by initialing here: \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_(date)\_\_\_\_.

No other warranties or guarantees, expressed or implied, are made under this contract except as stated herein.

Puppy Buyer Signature Date