

# Timpanogos Kennels Puppy Sales Contract and Health Guarantee

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

## Seller:

Timpanogos Kennels

Name: Heidi Shelton-Grimes

Address: 7715 Bridleway RD, Eagle Mountain, UT 84005

Phone: (801) 709-4381

eMail: [heidi@timpanogorskennels.com](mailto:heidi@timpanogorskennels.com)

## Buyer:

Name: \_\_\_\_\_

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

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

eMail: \_\_\_\_\_

## Puppy information:

Breed: <b>Great Dane</b>	Color:
Whelping Date:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Registration: <input type="checkbox"/> AKC <input type="checkbox"/> CKC <input type="checkbox"/> None	Collar Color:
Sire Name:	Dam Name:
Microchip number:	

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Deposit, Payment of Purchase Price, Fees

Upon payment of the sum of \$\_\_\_\_\_ (plus any additional charges listed below), paid by Buyer to Seller (the "Purchase Price"), receipt of which is hereby acknowledged, Seller grants, sells, conveys and transfers ownership of the dog to Buyer.

Buyer has paid a deposit of \$\_\_\_\_\_, with payment of the balance of \$\_\_\_\_\_ plus a delivery charge of \$\_\_\_\_\_ due before release of the Dog to Buyer. The expected delivery date is \_\_\_\_\_, or such other date as the parties may mutually agree. Payment of the balance may be made by cash, cashier's check, money order, or Venmo /Cash app.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
- (b) Buyer fails to pay the balance of the Purchase Price within **5 days** of the agreed delivery date.

In either event, Seller shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

A boarding fee of **\$15.00 per day** will be charged for each day the Dog is boarded by Seller past the agreed delivery date.

### 2. Ownership and Registration

**Limited**

Seller has sold Buyer a pet quality puppy and is NOT to be used for breeding.

The Buyer agrees to spay/neuter puppy no sooner than 18 months, but no later than 24 months. Proof of spay/neuter must be sent to the Seller at the above address via U.S. Mail, post marked no later than 7 days post-surgery. Once proof of spay/neuter is received, the Seller will then mail the limited AKC/CKC papers to Buyer.

The Buyer binds themselves to take proper precautions that the puppy is not accidentally bred or used for breeding before being altered. If the puppy is bred and/or produces puppies, the Buyer agrees to pay 2500.00, or the Seller reserves the right to confiscate said dog and puppies produced, or both

OR

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**Full**

Seller does not guarantee the breeding quality or fertility of any puppy or adult. If Buyer plans to show said puppy, there is no guarantee that the puppy will become a champion. Show/Breeding quality puppies are sold with full registration, which allows the breeding of the puppy at the appropriate age. Terms/conditions to this are that all females are NOT to be bred before the age of 18 months or 2nd heat cycle, but recommended to wait until after 24 months, or their third heat cycle. All males should NOT be bred until after 12 months of age, preferably 18 months.

### 3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.
- (c) Seller guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.
- (d) Health Guarantee: The Seller agrees to provide the following health warranty only: No other health warranty or guarantee- expressed or implied- is provided.
  - a The Dog is in good health, having determined by visual inspection the puppy is in good weight and shows no signs of ill health or parasites. Buyer's new puppy has been examined by a vet, received 1st shots, and dewormed. Buyer has received a dated pet health record of mentioned treatments to take to their vet of choice. Buyer agrees to take puppy to a vet within 3 business days (72 hours) of purchase for a general health checkup, stool sample to make sure there are no internal parasites, establish and receive instructions on the puppy's continued care, and a vaccination schedule. It is the Buyer's responsibility to continue the steps to maintain the health of your puppy. If a health problem is detected by the vet, the Buyer may return puppy at the Buyer's expense to exchange for another puppy of lesser or equal value. The Buyer agrees to provide a signed statement from the examining vet detailing the health problem. Seller is not responsible for illness/infection/accident/or cropping related incidents/etc. Outside of genetic deformities.
  - b If a health issue is discovered during the vet visit and there is not a replacement puppy available from current litter, the Buyer will have to wait for a replacement puppy available from the next available litter. If the Buyer decides to keep the puppy, the Seller will not be responsible for any veterinary costs incurred. The Seller reserves the right to have puppy examined by a licensed vet of the Seller's choice, at the Seller's expense, for a second opinion of the condition. Puppy is believed to be free and clear of any congenital defect and is in good health to the best of the Seller's knowledge. Your puppy is guaranteed for 2 years. If a congenital problem should occur, the puppy will be replaced, no money will be returned. Failure to provide vet care within 72 hours of illness will result in the voiding of any warranties on puppy.

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- c This health guarantee covers only the following 6 life threatening genetic diseases: Severe Hip Dysplasia, Severe Elbow Dysplasia, Megaesophagus, Wobbler's Syndrome, Addison's disease and Cardiomyopathy.
- d This Hereditary Health Guarantee does not cover or warranty against viral or bacterial illnesses and does not include or cover accidental physical injury or any digestive system related illness such as giardia, coccidiosis or cryptosporidiosis, which can commonly and readily be contracted by dogs of all ages through the ingestion of unclean or contaminated water, or eating such things as sticks, rocks, dirt, spoiled food, animal feces, rodents, etc. Additionally, this health guarantee does not cover illnesses that develop due to the ingestion of foreign objects, chemicals, poor diet or the onset of physical or mental stress.
- e Should said puppy develop any of the above listed genetic diseases which makes it necessary to euthanize said puppy before it is 2 years of age (24 months), the Seller agrees to replace the puppy with another of the same color and sex as soon as the seller has one available. Alternately, the Buyer may choose a refund equal to one half of the purchase price instead of a replacement puppy. (Money will be refunded upon the sale of the Sellers next litter).
- f This guarantee covers only replacement of equal or less value or partial refund. If a more expensive puppy is available, the buyer may pay the difference of the two puppies. All veterinarian fees or other expenses incurred will be the Buyers responsibility. There will be no refunds or reimbursements of any money for veterinary bills or other expenses incurred by the buyer.
- g Prior to replacement or refund, the Buyer agrees to provide all health records showing the puppy/dog has received the appropriate care/vaccinations/deworming mentioned above, Along with a written diagnosis from a licensed veterinarian, specifically describing which disease has been diagnosed and how the diagnosis was confirmed. The buyer agrees to obtain a necropsy report and the buyer's expense. The seller reserves the right to also request any information on treatments that are available. The Buyer agrees to send a copy of all veterinarian reports, findings and test results to the Seller via US mail to the address above, postmarked no later than 7 days from the date the puppy was euthanized, or this health guarantee is void.
- h Seller does not guarantee health problems arising from trauma, abuse or failure to maintain general health care of the dog. We do not guarantee against accidental death, environmental based problems, non-genetic issues, theft, or loss of dog due to anything other than what is stated in this contract. This warranty also does not include allergy or shedding issues, temperament or size issues, skin problems (such as acne or demodectic mange), HOD (Hypertrophic Osteodystrophy), PANO (Panosteitis), OCD (Osteochondritis Dissecans), Cherry eye, Entropion, Ectropion, undescended testicles, loose knees or hips, Stenotic nares, elongated soft pallet, umbilical hernia, dermatitis, Bloat, seizures, viral or bacterial illnesses, infections, improper bites, ear infections, hernias, hypoglycemia, Giardia, Coccidiosis, worms or parasites of any kind. It also does not include any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues of unknown origin or that may have an environmental link. Upon execution of this contract all veterinary care and associated costs are the sole and exclusive responsibility of the BUYER.
- i Any complications from ear cropping and taping are not covered under this contract. It is suggested that if you have the ears cropped, you have a licensed veterinarian also do the tapings if you are not experienced at tapings.

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- j Seller will NOT replace a puppy due to heat stroke, abuse/neglect, or improper socialization. Buyer agrees that they have thoroughly researched the Great Dane breed, and understand the many health issues they can possess. Buyer is responsible for all medical costs of their puppy. (No refunds will be given) This guarantee covers only the original Buyer and is not transferable.
- k Seller does not guarantee the adult size or weight of the puppy once fully grown.
- l This health warranty is void if ANY part of this contract is breached by the buyer.
- (e) To ensure that Buyer does not euthanize the Dog or take it to an animal shelter, Seller will take the Dog back at any time during the Dog's lifetime. Seller will not issue a refund or provide another Dog to Buyer unless the Dog's return was a result of any misrepresentation on the part of Seller with respect to the Dog's health.

#### 4. Buyer's Representations

Buyer represents to Seller that:

- (a) The Buyer guarantees puppy will live and be treated as a member of Buyers family. Puppy will live inside Buyers home, principally spending its time inside the Buyers home, with the exception of exercise and potty breaks. The Buyer agrees not to permanently confine the puppy with a chain/cable/rope in the yard or home, permanently house the Dog in a kennel or otherwise left outside at the consequence of return/repossession of puppy by Seller.
- (b) Buyer will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (c) Buyer is not acting as agent for any other person or business in the purchase of the Dog.
- (d) Buyer agrees to provide a safe and suitable inside area for this puppy/dog when Buyer must leave it unattended.
- (e) Buyer agrees to keep puppy confined from traffic, properly sheltered, with adequate food and water, give love and attention, and provide regular vet care. Buyer agrees to follow the feeding, rearing and vaccination guidelines as recommended by the Seller.
- (f) Buyer agrees to never co own this puppy with a third party. If it is discovered that the Buyer has co owned this puppy with a third party without Sellers consent, the puppy and AKC or CKC papers must be returned to the Seller immediately.
- (g) If the Buyer is ever charged or convicted of animal abuse or cruelty by any state, local or federal agency, the Buyer forfeits all rights to puppy and will immediately remand custody of puppy with the registration paperwork to the Seller. BUYER WILL NOT RECEIVE ANY REFUND OF MONEY PAID TO THE SELLER.
- (h) If the Buyer is unable to keep the puppy, the Seller must be notified immediately. At the Buyers discretion, the puppy may be returned to the Seller with the AKC or CKC paperwork where at that time the Seller will attempt to sell the puppy to a vetted home and any proceeds (New sale price minus any vet related expenses) from said sale will be sent to the original Buyer as a refund or the Seller will assist in finding a new home for the puppy in which both the Seller and original Buyer have vetted and agree upon. The puppy may not be sold, traded, given away, gifted, transferred, or in any other manner be allowed to be obtained by any animal shelter, wholesaler, animal retailer, laboratory, rescue, or anyone who deals with the selling of dogs in any commercial manner,

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without the written consent from the Seller. Buyer also agrees not to list the puppy/dog for sale, trade, or give away on the internet, or in the newspaper without written consent from the Seller. In the event Buyer sells the Dog to a new owner, Buyer shall ensure that the new owner agrees in writing to comply with the terms of this Agreement.

- (i) If the puppy/dog is returned to the Seller for ANY reason, all fees, and shipping expenses will be paid for by the Buyer.
- (j) It is the Seller's wish to remain in close contact with buyer and to have updates on the puppy's progress as often as possible. The Buyer is encouraged to send photos to, call, text or e-mail the Seller with any problems or questions that they may have in raising their puppy.
- (k) Buyer and Seller agree that no provision in this contract may be made without the written approval of both Buyer and Seller.
- (l) Failure by Buyer to comply with any of the above conditions will result in the immediate repossession of Puppy. And the Buyer will have to pay the maximum amount allowed legally for EACH broken clause.

## 5. Indemnity and Release

If any action or failure to act on the part of Buyer shall result in any claim, suit, loss, damage, injury, death, or liability, Buyer agrees to defend, indemnify, and hold Seller harmless and to pay all of Seller's costs and expenses, including reasonable legal fees, any amount paid in settlement and any award or judgment with respect thereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Seller, including but not limited to damage to or destruction of property, and injury to any person.

## 6. Limitation of Action

Any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Utah. If Seller finds it necessary to repossess puppy/dog or any legal lawsuits result from this contract, all costs and attorney fees associated with bringing and defending such litigation shall be born wholly and exclusively by the Buyer. The Buyer agrees to any and all legal or court proceedings or cases resulting from this contract shall be filed and held in a county court of the seller's discretion.

## 8. Entire Agreement

This Agreement represents the entire agreement between the parties. Seller and Buyer have made no other agreements, promises, representations or warranties, express or implied, unless specifically stated in this Agreement.

Buyer agrees that the terms and conditions of this contract have been read, understood, and agreed to in its entirety on \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

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The parties accept and agree to be bound by the attached Terms and Conditions governing the purchase and sale of the Dog.

Seller Signature \_\_\_\_\_

Date \_\_\_\_\_

Buyer Signature \_\_\_\_\_

Date \_\_\_\_\_

Timpanogos Kennels

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