

# *Dances With Wolves Ranch, LLC*

2020 Puppy Purchase Agreement and Limited Warranty



Date of this Agreement:

**Seller:**

**Buyer:** \_\_\_\_\_

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

Home (\_\_\_\_) \_\_\_\_\_

Cell (\_\_\_\_) \_\_\_\_\_

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

Seller agrees to sell, and Buyer agrees to purchase, the puppy described below (the "Dog").

Sire:

Dame:

Breed:

Litter

DOB:

Gender:

Color:

Dog's registered name:

Dog's call name:

Microchip :



**Purchase** Purchase price for the Dog is \$

Payment of the purchase price and, if applicable, Puppy Academy must be made in full by the time the Dog reaches five weeks of age. Only after full payment is made and the Dog reaches 8 weeks of age will ownership be transferred to Buyer (“Delivery”). If full payment is not received by five weeks of age, this Agreement shall, at Seller's option, be canceled, and Buyer shall forfeit any deposit given. Note: Because Puppy Academy reservations are limited, we cannot refund Puppy Academy payment unless Seller is unable to provide services.

**Good Health of Dog** Prior to Delivery, Seller will provide proper care of the Dog and the Dog will have been checked by a veterinarian, been micro-chipped, received its first shots, and been dewormed. Shot records will be furnished at time of Delivery. If the Dog is to be shipped to Buyer, a copy of the shots and deworm records will also be shipped to Buyer. Buyer shall be responsible for cost of shipment and risk of loss in transit.

**Registration** The Dog is sold with no registration and as a pet only. As a result, any offspring produced by the Dog will not be eligible for registration. Breeding of the Dog is expressly prohibited by this Agreement and will void all warranties.

**Initial Vet Check** To validate the warranties in this Agreement, Buyer (at Buyer’s expense) will have the Dog examined by a licensed veterinarian within 72 hours after leaving Seller’s premises. A copy of the veterinarian’s findings in a form acceptable to Seller (the “Findings”) must be provided to Seller within two weeks of examination. If the Findings are not received within such period, all warranties in this Agreement are void.

**Initial Health Limited Warranty** If, as result of the examination, the veterinarian determines that the Dog has a significant health problem, then Buyer shall contact Seller immediately and provide the Findings to Seller, and Seller will, at Buyer’s option, refund the purchase price of the Dog or replace the Dog with a puppy of at least equal value within one year. If, in lieu of refund or replacement, Buyer chooses to keep the Dog, then all related future health issues are not covered by the warranties in this Agreement (for example, if Buyer chooses to keep the Dog with a congenital heart defect, Buyer cannot exercise the Genetic/Congenital warranty for heart-related conditions in the future).

For purposes of this warranty, “significant health problems” do not include: issues considered normal for puppies such as worms, fleas, ticks, mites, coccidiosis, giardia, or any other parasites common in dogs and puppies; or communicable diseases contracted by the Dog after leaving Seller’s premises.



### **Genetic / Congenital Limited Warranty**

Seller has carefully planned this litter of puppies, taking great concern with the genetics and health of the parents. However, even with the most careful planning, there is no assurance of perfect health. While unusual, genetic conditions may occur even with healthy parents.

Dog is warranted until the age of 24 months (2 years) for the following genetic conditions:

1. Life threatening condition or death due to genetic problem or disorder. If Dog should pass away and cause of death is unknown or questionable, a necropsy must be performed at the expense of Buyer. A copy of the necropsy report confirming the genetic condition must be provided in a form acceptable to Seller.
2. Crippling bilateral hip or elbow dysplasia (OFA rated “severe” hip dysplasia or “grade 3” elbow dysplasia). Note that if just one hip or just one elbow is affected it is much more likely that the dysplasia is the result of excessive exercise, extra weight, or injury as a young animal. Only bilateral dysplasia is covered by this warranty. Further, as dysplasia is not only a genetic condition but is also caused by excessive exercise, extra weight, injury as a young animal, or other environmental factors, the warranty for bilateral dysplasia will be for only 50% of the cost of the animal.
3. Congenital eye defect causing severe impaired vision or blindness.
4. Severe congenital hearing loss / deafness that inhibits normal life of animal.
5. Severe heart murmur (Grade 5-6/6). Buyer must have a canine cardiologist perform an echogram to confirm the diagnosis.

Upon receipt by Seller, during the warranty period, of a licensed veterinary report in a form acceptable to Seller which details any of the above conditions, Seller will, at Seller’s option, refund the purchase price of the Dog or replace the Dog with a puppy of at least equal value within one year; provided that Seller reserves the right to confirm diagnosis with a second opinion and/or to acquire DNA to confirm animal identity.

### **Warranty Limitations**

Seller does not guarantee color, size, position of ears, undescended testicles, conformation, general appearance, show performance, or temperament of the Dog. The warranties are personal to the original Buyer of the Dog, and cannot be assigned or transferred. Warranties are void if the Dog has been bred, if there is evidence of previous related trauma (broken bones, related injuries) or if there is evidence of abuse or failure to provide care as required in Buyer Agreements section.

The foregoing warranties provide only for refund of the original purchase price of the Dog or replacement of the Dog, and does not include any additional value declared by the Buyer, such as value of show dog. Buyer is responsible for all other costs including, without limitation, veterinary bills, medicine, Puppy Academy, training costs, shipping, transportation to and from Seller’s premises, etc.



THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT ARISING FROM ANY TRADE USAGE OR COURSE OF DEALING, WITH RESPECT TO THE DOGS OF SELLER.

In no event shall Seller be liable for loss of profits, indirect, special or consequential damages arising out of any Dog covered by the limited warranties herein, or incidental damages, including without limitation loss of use, loss of time or inconvenience, or incidental expenses.

Some states do not allow the exclusion of limitations of incidental damages, so the above limitations or exclusions may not apply to you. Also, some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

## **Buyer Agreements**

Buyer agrees as follows:

1. Any and all transportation costs for the Dog and/or Buyer to and from the Seller's premises will be at the sole cost and responsibility of Buyer.
2. To quarantine the Dog from unfamiliar dogs and public places until the last set of puppy shots have been completed or until advised by a veterinarian. Seller will not be responsible for communicable diseases contracted after the Dog leaves Seller's premises.
3. That the Dog is not being purchased for resale and will never be sold or transferred to a pet shop, puppy mill or agent of same.
4. To spay or neuter the Dog by 24 months of age (2 years old). No litters can be produced by the Dog or warranties are void. Buyer understands that unauthorized litters may damage the reputation of this lineage and breeding program. In such case, Buyer will be responsible for all damages incurred by Seller, monetary or otherwise.
5. To provide the Dog with all annual vet exams, to continue all required vaccine and booster shots as recommended by their veterinarian and proper veterinary care. Failure to comply with and provide documentation of these requirements voids all warranties.
6. To feed the Dog super premium quality dog food.
7. To provide the Dog with adequate housing away from the elements.
8. To maintain a healthy, lean weight which is critical for the dog's joint and overall health.
9. To groom, socialize properly, train, and care for the Dog in a manner consistent with high quality animal care.



Buyer will return the Dog to Seller if Buyer is unable or unwilling for any reason to care for the Dog, at no cost to Seller and with no refund of any monies. Buyer agrees never to surrender the Dog to a dog rescue, animal shelter or a friend/family member without permission from Seller.

Buyer agrees that Seller may repossess the Dog upon evidence of neglect and/or abuse at no cost to Seller and with no refund of any monies.

**General Provisions**

This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws). The parties hereby agree to the exclusive venue and jurisdiction of the courts of the State of California in and for the County of Los Angeles, and the courts of the United States of America located in Los Angeles County, California, with respect to the resolution of any dispute under or in connection with this Agreement, and each Party hereby consents to the personal jurisdiction of such courts.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be amended, modified or waived except by a written agreement signed by both parties.

***Buyer understands that the warranty is valid only if the initial veterinary report and this Agreement is returned signed within two weeks of Buyer's receipt of Dog.***

Buyer has read the above terms of purchase and sale of the Dog. Buyer's signature below confirms that Buyer fully understands and agrees to all such terms.

**Seller**

**Buyer**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: Simona Ridenour

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Congratulations on the purchase of your Dances With Wolves Puppy!***