

Health Warranty for Dog Days of Texas:

{Please note: I am now using Adobe for all contracts and will send them out prior to you coming to select your puppy. All contracts will need to be electronically signed and returned prior to taking ownership of your puppy. The contract verbiage has changed slightly from this version but the content is the same. E-mail me for a current version if you are interested. Thank you!}

48 Hour Warranty: The puppy is in good health to the best of Breeder's knowledge based on observation and the use of an experienced, licensed veterinarian for exams and vaccinations. Within forty-eight (48) hours of Buyer taking possession of the puppy, the puppy must be examined by a licensed veterinarian, except if a Buyer takes possession on Friday, the puppy must be seen by a licensed veterinarian by the following Monday. If the puppy is not taken to a licensed veterinarian within forty-eight (48) hours of Buyer taking possession, then the health warranty on the puppy is void. All vaccines must be administered by a licensed veterinarian ONLY; otherwise this health warranty is void. Breeder holds the right to have the puppy re-examined by its veterinarian to validate any diagnosis. Any vet expenses incurred by Buyer will not be refunded. Breeder guarantees against death from fatal viruses for seventy-two (72) hours after Buyer takes possession, including, but not limited to PARVO, DISTEMPER, and CORONA. Buyer does not provide any guarantee or warranty that the puppy will not contract any fatal viruses after seventy-two (72) hours after Buyer takes possession. Breeder does not guarantee that the puppy will never develop any health problems.

Worms: Breeder will use standard industry practices to protect and treat the puppy for worms prior to Buyer taking possession, but Breeder does not guarantee or warrant that the puppy will be free from worms and parasites. Buyer's licensed veterinarian should perform routine stool sample checks at each visit in order to ensure Buyer has effectively treated the puppy long enough to break the continuing cycle. Even though the puppy's stools may be negative for parasites and worms at Breeder's veterinarian, it is possible for the puppy to become infected again due to the stress of moving.

Guarantee: Breeder guarantees the puppy from hip dysplasia, elbow dysplasia, eye conditions that are genetic in origin, von Willabrand's Disease, and genetic heart disorders that are serious enough to require treatment, until twenty-four (24) months of age. If the puppy is diagnosed by OFA (or other accredited certifier) as being severely dysplastic on or before twenty-four (24) months of age, Buyer must submit a copy of the OFA report to Breeder. A veterinarian cannot make the diagnosis. The diagnosis must be made by OFA, Penn Hip, or other accredited hip specialist certifiers and the puppy must be sedated for the radiograph to be taken.

Extended Health Guarantee: Animal health is Breeder's top priority. NuVet Plus immune system builder is required as part of your pet's extended Health Guarantee. Breeder feels so strongly about NuVet supplements the health guarantee will be extended for one (1) year if Buyer keeps the puppy on Auto Ship Order of NuVet supplements. However, under no circumstances will the health guarantee last longer than thirty-six (36) months or will the health guarantee continue if Buyer otherwise fails to comply with the terms of this Agreement.

Trupanion Pet Insurance: At the time of possession Buyer is provided with a certificate for a free 30-day trial of Pet Insurance with Trupanion. If Buyer fails to activate the 30-day free trial, all warranties and guarantees contained in this Agreement are VOID. Continued service with Trupanion beyond the 30-day trial is not required for compliance with this provision.

Life Threatening Defects: If Buyer's licensed veterinarian determines that the puppy has a life threatening hereditary defect as stated above, Buyer must notify Breeder of the defect in writing within twenty-four (24) hours of the determination. A statement setting forth such defect from Buyer's diagnosing veterinarian, on the veterinarian's letterhead, must be forwarded to Breeder within seventy-two (72) hours of such determination. Breeder reserves the right to have the puppy examined by a veterinarian of Breeder's choice to validate any diagnosis of life threatening hereditary diseases at Breeder's expense; all other veterinary and transportation expenses are Buyer's obligation. If Breeder's veterinarian verifies the life threatening defect in accordance with the above provisions, Breeder will reimburse Buyer for veterinary expenses related to the defect up to the purchase price of the puppy if Buyer retains ownership of the puppy. Any shipping fees will not be refunded.

Breeder will not replace or refund the purchase price for any puppy for any personal reasons, including but not limited to, allergies, mortality, landlord's disapproval, family disagreement or any other problems not related to the puppy's health.

Breeder will not replace or refund the purchase price for any puppy for illness caused by neglect, exposure to weather, injury, choking, poisoning, or any illness or injury caused by Buyer's neglect or intentional harm to the puppy. This warranty does not extend to viral illnesses, infections, improper bites, hernias, patella luxation, cancer, retained testicles, food allergies, minor heart murmurs (level 1 or 2), thyroid issues, Giardia or Coccidiosis. The warranty does not extend to any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues whose cause is unknown or may have an environmental link. These are not considered life threatening diseases. The Breeder does not guarantee against unknown defective genes that do

not produce an illness within the guarantee period. This guarantee excludes conditions that arise from obesity or senior ailments, including but not limited to blindness and diabetes. Once Buyer takes possession of the puppy, Buyer assumes all responsibility for the puppy. Breeder does not guarantee against common puppy issues, including but not limited to coccidia, which can be caused by stress, worms, Giardia, ear mites or kennel cough. These are common puppy ailments and can easily be treated. It is the Buyer's responsibility to continue any needed treatments and have the puppy checked for parasites on a regular basis. No guarantee is given for hypoglycemia (low blood sugar) which is preventable, training difficulties or behavior problems.

Note: Breeder cannot guarantee size or temperament of the puppy. Breeder can only estimate the size based on weight and the size of the parents. Puppies could grow larger or stay smaller than projected size. Breeder does not guarantee color, coat quality, amount of shedding, reproductive capability or lifespan of puppy. This puppy is PET quality only.

Public Exposure: Buyer may be tempted to rush the puppy to the pet store, parks and other public areas to show off the puppy. Until they have received all vaccines and rabies, the Buyer shall not expose the puppy to unnecessary risks, including allowing people or animals who may be carrying disease or bacteria to touch the puppy. Public exposure, including exposure as described above, prior to the puppy completing necessary vaccines will void this health warranty.

Reproduction: ALL PUPPIES ARE SOLD ON A STRICT SPAY/NEUTER CONTRACT!

Changing Possession: If at any time Buyer can no longer retain possession of the puppy, the Breeder is to be contacted and given the first option to resume full ownership. The puppy must be returned to Breeder with their veterinarian records and all paperwork issued for the dog, including any registration documents. Breeder is always willing to take dog back at no cost to Breeder at any time in the puppy's life. Breeder does not want any of their dogs in any shelter or rescue. Breeder must approve in writing the placement of the puppy in any new home before such placement. Breeder must be given new contact information in writing within thirty (30) days of any move by Buyer.

Conditions of guarantee and agreement are as follows: This guarantee is non-transferable. If the puppy has been sold or possession of the puppy is otherwise transferred by Buyer, the health guarantee and warranty become void. All veterinary costs are the Buyer's expense. If the puppy has been physically injured or abused in any manner, whether by accident, negligence or intentionally, this guarantee is void.

Buyer agrees to maintain the puppy in good health through certified Alternative or Traditional methods. The puppy must be kept current on all vaccinations. Vaccines must be no less than three weeks apart and no more than four weeks apart for a series of three and should not begin until the puppy is at least 10 weeks old. Rabies vaccines cannot be administered before 16 weeks of age and should be delayed as long as allowable by law. Routine preventative health care includes inoculation, safe parasitic control (using Comfortis or Triflexis Flea & Tick products will VOID this warranty and guarantee) and necessary medication or holistic modalities. Internal flea preventatives should not be used and will void this warranty and guarantee. Monthly heartworm preventative is required. Failure to use monthly heartworm preventative automatically voids the warranty and guarantee. Copies of these records are required to be submitted to Breeder if Buyer is requesting reimbursement. This health guarantee and warranty is void if the puppy has not been given necessary vaccinations, regular heart worm preventative, or is housed in an outdoor kennel. The puppy must be housed indoors. Buyer agrees to keep records indicating that the puppy was fed high quality food. Failure to abide by these terms will void this guarantee and warranty.

If the puppy should die from a congenital defect before reaching the age of twenty-four (24) months, a necropsy must be performed, at Buyer's expense, by an accredited institution set up to do such exams, such as Texas A&M University, and the report must accompany the request for a refund. Autopsies done by a local veterinarian are not accepted. Buyer will pay all expenses, including shipping and veterinary expenses, for the necropsy, and these expenses will not be refunded. All registration documents provided to Buyer must be returned. If the necropsy determines that a congenital defect is the cause of death, Breeder will provide another puppy of equal value to the Buyer or refund the purchase price of the puppy.

All purchase agreements and spay/neuter contracts must be signed and returned to Breeder prior to Buyer taking possession of the puppy. Failure to deliver all such agreements and contracts will void this health guarantee and warranty. All certificates of spay/neuter must be provided to Breeder by the end of the 25th month following the puppy's birth. Failure to provide the certificate will void this health guarantee and legal action may be taken against Buyer.

Signature: This Agreement has been entered into by the Breeder and Buyer in the State of Texas and the laws of the State of Texas shall determine all questions pertaining to the construction and validity of this Agreement. The parties involved agree that this Agreement has been executed in Williamson County, Texas. Any actions relating to the puppy or this agreement shall be brought only in a court of law in Williamson County, Texas. If Buyer defaults on its obligations under this Agreement, which default results in expenditure of attorney's fees and/or court costs, to enforce the terms of this agreement or to recover damages for breach of this Agreement, or to

defend against a lawsuit brought by the Buyer and the Breeder prevails, then the Breeder shall receive payment for all reasonable and necessary costs in anticipation and preparation for litigation; including, but not limited to, attorney's fees and court costs.

It is mutually understood and agreed that all terms and agreements in this Agreement shall be extended to and be binding upon any heirs, executors, administrators, successors, and personal representatives of the respective parties and/or their assigns.

No warranties or guarantees, expressed or implied, are made under this Agreement except as expressly stated.

I, AS THE BUYER, OR HIS/HER REPRESENTATIVE, HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE WARRANTY/GUARANTEE. Acceptance of a puppy or puppies is acceptance of this Agreement.

The Undersigned Buyer has read the above conditions and agrees to strictly abide by them.
Puppy Buyer's Signature: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Breeder:
Dog Days of Texas
P.O. Box 241
Weir, TX 78674
(512) 869-9543
Dogdaysoftexas@gmail.com

Spay & Neuter Agreement:

Conditions of Sale:

_____ (1) Buyer agrees to neuter/spay the puppy between 8-24 months of age. If Buyer breeds the puppy without a breeding contract with Breeder, Buyer will pay \$10,000.00 in liquidated damages to Breeder.

_____ (2) Buyer agrees to be responsible for any and all associated veterinary costs with neutering or spaying the puppy, and to provide Breeder with a certificate of alteration signed by a licensed veterinarian within 25 months of the puppy's date of birth.

_____ (3) If Buyer fails for any reason to spay/neuter the puppy on or before the puppy's second birthday and/or provide the Breeder a certificate of alteration, the Buyer agrees to pay for any and all fees, including but not limited to, legal fees and court costs, veterinary expenses, and other foreseeable expenses incurred by Breeder and its agents to enforce this Agreement. Such failure will also invalidate the health guarantee provided for the puppy.

_____ (4) Transfer of ownership or housing of the puppy does not limit or in any way change the responsibility of the above named Buyer to spay/neuter the puppy.

Buyer

Date _____

**The terms and conditions of this sample contract may change at any time. You will be sent the most current contract and health warranty prior to bringing home your new puppy.