

Puppy Sales Contract and Health Guarantee

Whereas Heart of Texas Chihuahuas, hereafter referred to as "Seller" is the breeder of a chihuahua puppy, further described as:

Breed: CHIHUAHUA

DOB: __/__/____

Color: _____, Markings: _____, Variety: Long Coat/Smooth Coat

Sex: _____

Sire:

Dam:

As whereas,

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

Hereinafter called "Buyer", is desirous of purchasing the animal described above, now therefore in consideration of the following:

Seller cannot guarantee that this puppy is anything but pet quality. No guarantee is made as to size or adult weight, disposition, conformation, working ability, or breeding ability. At time of sale, seller states that this puppy is healthy to the best of his knowledge. Once the puppy leaves the seller's premises, the puppy is under the buyer's control, and the puppy is the sole responsibility of the buyer.

It is understood that all puppies are placed as companion animals only. No puppies will be sold with AKC registration, Full or Limited.

Buyer agrees to have the puppy examined by a currently practicing, reputable veterinarian within 48 hours from the time of purchase, excluding weekends and holidays. Buyer will be responsible for this examination and any other charges incurred from this examination. Failure to the puppy examined by a veterinarian within 48 hours of purchase VOIDS this contract.

If this veterinarian determines that there is a major problem (excluding internal and external parasites, hernias, undescended testicles, or other common, treatable conditions) with the puppy, the puppy may be returned at this time (return must be made within 48 hours). Seller reserves the right to have the puppy examined by a veterinarian of seller's choice before exchange is made, and a replacement puppy is given.

Puppy is guaranteed for 48 hours from date and time of purchase against infectious diseases such as parvo and distemper if all terms of this contract have been followed. This puppy has some immunity from its mother and the vaccine or vaccines it has received while in my care, but because parvo is such a contagious virus, it is extremely important to monitor your puppy and be cautious of where you allow your puppy to go or who interacts your puppy until he/she is safe from the parvo virus.

This puppy is guaranteed for one year from the date of purchase against life threatening genetic defects if all terms of this contract have been followed.

There is NO WARRANTY for coccidia, giardia, hypoglycemia (low blood sugar), hernias, luxating patellas, internal or external parasites, and other issues such as erect ears or bite issues.

I do not guarantee size or color of your puppy. I will give you an estimate on the size I think your puppy will be and the color they will be, but at no time do I guarantee either.

If a major problem has been determined and return of puppy is desired and agreed upon by both parties, a replacement of comparable size and value will be given to the buyer if all terms of this contract have been followed. If a replacement puppy is not available at this time, buyer will be given a voucher and notified immediately when a comparable puppy is available. Any veterinary expenses incurred determining the problem or health status of this puppy will be the sole responsibility of the buyer with no refunds or reimbursements expected of the seller.

If the puppy dies within the 48-hour guarantee period, buyer agrees to take deceased puppy to a veterinarian of their choice for the purpose of an autopsy at buyer's expense. When a confirmation of cause of death has been determined, buyer agrees to get in contact with seller immediately with the results. If seller desires to speak with the buyer's veterinarian that determined cause of death, buyer will arrange for this conversation to happen and if seller disagrees with buyer's veterinarian, seller reserves the right to have the deceased puppy taken to a veterinarian of seller's choice and a second autopsy will be performed at seller's expense to determine if both veterinarians agree on the cause of death. If both veterinarians agree that the

puppy died of natural causes of warrantable conditions, a replacement puppy will be provided to the buyer.

If at any time in this dog's life, you find you cannot care for or do not wish to care for this dog any longer, you agree to not take this dog to a shelter or give to an irresponsible owner. I will take the dog back as long as this dog has no contagious diseases and all paperwork, health records, etc., are returned along with the animal. It is understood that NO refund will be given.

This guarantee is void if at any point after leaving the breeder's home, this puppy receives a vaccine or combination of vaccines containing leptospirosis.

This contract represents final and all guarantees, agreements, and terms of the sale of this puppy between seller and buyer. This agreement is made and entered into the State of Texas and shall be enforced and interpreted under the laws of this State. By signing below, both parties are bound by this contractual agreement.

Date transferred: __/__/____

Buyer printed Name: _____

Buyer Signature: _____

Seller printed Name: _____

Seller Signature: _____