

# Hansen Retrievers Sales Contract and Health Guarantee

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This agreement is between Michelle Hansen of Hansen Retrievers, hereinafter known as "Seller" and:

Buyer(s) name: \_\_\_\_\_; hereinafter known as "Buyer"

This contract will hold as a receipt for the payments received from Buyer as stated below:

Total purchase price of Dog/Puppy: \_\_\_\_\_

## **Conditions of Contract/Health Guarantee**

**The Dog/Puppy sold pursuant to the terms of this agreement is as follows; hereinafter known as "Dog":**

Breed: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_ Color: \_\_\_\_\_

Microchip: \_\_\_\_\_ Litter name identification: \_\_\_\_\_

## **All Puppies/Dogs are sold with a one-year conditional health guarantee:**

The Seller warrants the Dog/Puppy being adopted, to be in good health at the time of sale and that the Dog/Puppy has received all necessary, age-appropriate vaccinations and de-worming. The Dog/Puppy leaves Seller's possession with a good bill of health.

1. Buyer must have the Dog examined within 72 hours of possession by a licensed veterinarian to validate the Health Guarantee.
2. Health Guarantee does not include minor health ailments such as colds, allergies, stress colitis, internal or external parasites (Giardia, Coccidia, etc.), umbilical hernias, UTI's, cryptorchidism, tucked vulvas, ear infections, skin infections, based narrow bites, endocrine disorders, cancers, ACL/CCL ruptures, viral infections, hypoglycemia, nor does it include any illness due to ingestion of foreign objects, food, chemicals, or physical injury.
3. Seller is not responsible if Dog/Puppy contracts a communicable disease after leaving Seller's possession, including Parvo.
4. Buyer assumes all expenses once the puppy leaves the Seller's premises. Even expenses associated with internal parasites should the puppy be diagnosed (even if the puppy has parasites present when sent home). Seller has taken all steps in order to prevent intestinal parasites and the puppy has been on a strict deworming protocol for their age and according to vet recommendations. If you are not willing to treat internal parasites (sometimes more than one round of treatment is needed), then DO NOT buy a puppy. It is extremely common for internal parasites to flourish after leaving to their new homes due to stress, change of environment, etc. Some internal parasites may be contagious and if other pets are present in the household, it is possible that the other dogs in the house may get them. Prevention and proper cleaning in KEY. Do not let other dog or new Dog eat feces, clean up immediately after they defecate, clean the area with appropriate disinfectant.
5. Seller gives a Health Guarantee against debilitating congenital defects/life threatening disease (existing at birth) until Dog is 12 months of age.

6. If a Buyer wishes to return a Dog/Puppy WITHIN 72 hours and said Dog/Puppy is in the same condition as when they left, then Buyer may return puppy for a partial refund (total amount minus the reservation fee of \$500). If more than 72 hours has passed then Buyer WILL NOT be refunded.

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\*Please note before committing and placing a reservation fee that you the Buyer are 110% ready. We are not Costco and you do not get to buy a puppy then return for a refund because you realized you are not able to provide proper care. Again, you will not be refunded passed 72 hours. I want only the best homes for our Dogs and if you are not able to provide that, then please do not move forward.

Dogs are a LIFETIME COMMITMENT, they come with unexpected vet costs, and if you are not financially able to afford a Dog, then please DO NOT get one.

Seller gives a Health Guarantee against debilitating congenital defects/life threatening disease (existing at birth) until Dog is 12 months of age. This Health Guarantee does not apply to any diseases that could be caused while in the Buyer's possession. Buyer must reach out to Seller as soon as a concern arises that would have been present at birth. Seller must be able to contact the licensed veterinarian that examined the Dog/Puppy to certify any major congenital health concerns. Failure to comply with and provide documentation of these requirements voids all guarantees.

#### Conditions for Health Guarantee/Sales Contract:

1. Dog/Puppy must be fed puppy high quality food that is specifically for Large Breed Dogs or All Life Stages. We feed *Open Farm Chicken & Rice Ancient Grains Kibble*. If you would like to feed something else, then we are more than happy to help with other recommendations.
2. Buyer must not let dog become underweight/overweight and be kept at a good body score.
3. Buyer agrees to provide all annual vet exams, to continue all required vaccine shots as recommended by their vet and proper vet care.
4. Buyer agrees to provide adequate housing away from the elements. Buyer will have a fenced yard or safe place to let your dog exercise. Your dog will NEVER be left on a chain. The Buyer will groom, train, and care for this dog in the manner consistent with high quality animal husbandry.
5. Buyer MUST spay/neuter as outlined in this agreement. (Between 18-24 months of age to allow for proper growth and development of a large breed growing puppy)
6. This Dog/Puppy is sold as a PET/COMPANION ONLY and **under no circumstances** will the dog be used for breeding purposes.
7. Buyer MUST provide proof and email a copy of the spay/neuter certificate to [Hansenretrievers@gmail.com](mailto:Hansenretrievers@gmail.com) within a week of the scheduled surgery.
8. The value of the pet for the purpose of this guarantee is solely the original purchase price of the Dog/Puppy and does not include any additional prices declared by the Buyer, such as value of show dog or shipping fees.
9. Buyer agrees that they will never surrender their dog to a dog rescue, humane society or animal shelter. The Seller MUST BE notified and will gladly accept any dog that is unable to be cared for and shall assume ownership of possession of, and responsibility for any such animal bred by the Seller. (In this case no refund will be issued).
10. All the freight charges are to be paid by the owner/Buyer for both replacement dog (if Buyer qualifies for a replacement) as well as the Dog being returned.

11. Owner of the dog, known as Buyer in this agreement must be the original owner. This Health Guarantee/Sales Contract is non-transferrable.
12. IF Buyer qualifies for a replacement puppy, please note this will be from the Sellers next available litter and timing may vary.

If these conditions are not met;

1. The health guarantee offered by Seller is terminated and void.
2. Seller will take further legal action to enforce the Spay/Neuter clause.

Buyer shall be liable to the Seller for any attorney fees, court filing fees, service fees, and any other fees related to enforcement of the Spay/Neuter clause.

Should the Dog/Puppy be diagnosed with an inherited, life-threatening disease, Buyer must:

1. Notify Seller immediately
2. Send Seller official diagnosis/prognosis from a licensed veterinarian, along with any health records showing proof of the inherited, life-threatening disease within 5 days of the diagnosis.

Health guarantee will be terminated and void immediately should the veterinarian suspect that an injury, poor health management/diet or mistreatment to Dog/Puppy be the cause or contribute to the Dogs condition.

After the Buyer has selected their puppy and decides not to take their puppy home, then only 50% of the purchase price will be refunded.

Dog/Puppy must be returned at the Buyer's expense. If the Dog/Puppy is not returned before 30 days, then no money will be refunded.

**Seller Responsibilities:**

Should the Buyer meet all the above criteria, and should a licensed veterinarian diagnose the Dog as having a life-threatening/congenital defect, before the Dog/Puppy turns 12 months of age, the Seller will:

Replace the Dog with one of equivalent and comparable quality from Sellers next available litter (this may take anywhere from 6-12 months).

1. Buyer to pay for any shipping costs incurred for replacement dog
2. Buyer to pay Seller difference in purchase price if replacement Dog chosen is of higher value than original Dog.
3. We also reserve the right to acquire DNA to determine the dog or puppy as one of our lineages.
4. The original Dog stated in this contract will need to be returned to Seller if a replacement is requested, if Buyer wishes to keep the Dog, then a partial (half the amount paid) refund will be given to Buyer and no replacement puppy will be given.

To be covered by this guarantee, the following conditions need to apply:

- Dog/Puppy must be owned by the original Buyer/Owner named in this agreement.
- In the case of sudden demise of Dog/Puppy, Breeder must receive a written notice of Dog's death from the owner's vet, along with a necropsy report indicating the cause of death.

We hope that you will enjoy your puppy for years to come. We have taken steps to ensure that your new puppy is healthy by screening parents for common genetic health conditions and feeding them a premium puppy food. It is important that your Labrador be kept on a proper diet. Buyer's puppy has been raised on high quality puppy food. Please note providing a higher nutritious valued food helps provide proper growth. Buyer acknowledges and affirms that the Seller has recommended, for the benefit of the Dog, certain brands of product/s; however, the use of this product/s is merely a recommendation from the Seller, not a guarantee of their effectiveness or efficiency.

#### LIMITATIONS OF GUARANTEE:

This guarantee is non-transferable. The Dog/Puppy must be in good physical condition. No replacement will be given if the dog has been bred. A licensed veterinarian must do all laboratory verifications. The Buyer/Owner is responsible for all /freight charges/transportation costs to and from the breeder. The Seller is not responsible for any veterinarian expenses accumulated on returned or replaced Dog/Puppy.

#### THE FOLLOWING 1-9 WILL VOID ALL GUARANTEES:

1. Allowing your dog to become obese or underweight/emaciated at any time.
2. Evidence of neglect or abuse.
3. Previous related trauma (broken bones, related injuries, etc.)
4. Dog has been bred.
5. Dog was spayed/neutered before 12 months of age.
6. Feeding this dog anything other than a premium quality dog food.
7. Evidence of Strenuous Exercise – for example: Constant jumping onto front limbs from high areas such as a truck. No treadmill, no extensive standing on back of legs or excessive tennis ball chasing and retrieving should be done – especially on slippery floors.

The parties each acknowledge that there are inherent risks involved in buying a purebred dog, even one with proper testing, certification, and good breeding. Seller represents and warrants, however, that reasonable precautions have been taken to prevent the Dog/Puppy from acquiring hereditary defects of hips, elbows, eyes, and heart. Nevertheless, due to known or unknown hereditary and genetic tendencies or weaknesses in purebred dogs, which are beyond Seller's control, Seller makes no guarantee that the Dog/Puppy will be free of these genetic tendencies/weaknesses throughout its life. Because of this, Seller highly recommends the Buyer purchase a Pet Insurance Policy the day it arrives home.

Upon execution of this contract, all expenses related to the stated Dog/Puppy, including but not limited to, feeding, training, veterinarian expense, are the sole exclusive responsibility of the Buyer.

I, as the Buyer of the Dog/Puppy hereby declare that I have read and fully understand and agree with all terms, conditions and warranties contained herein. I also understand that under no circumstance shall the Seller be liable to the Buyer for consequential incidental or special damages resulting from or in manner related to the Dog/Puppy. Additionally, Buyer then indemnifies Seller from any damages or expenses to a third party related to the Dog.

Seller affirms that the Dog/Puppy described in this Purchase Agreement and Guarantee is the Dog delivered to the Buyer. Seller agrees to the terms, conditions, and guarantees contained herein.

THIS IS A BINDING CONTRACT. YOUR SIGNATURE AND DATE BELOW INDICATES THAT YOU UNDERSTAND AND COMPLY WITH THE TERMS OF THIS CONTRACT AS THEY ARE STATED ABOVE.

Seller signature: Michelle Hansen / Date

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Buyer(s) Signature / Date

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Buyer(s) Name Printed

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