**AGREEMENT & HEALTH WARRANTY – COMPANION PET**

**THIS AGREEMENT IS BETWEEN THE FOLLOWING PARTIES:**

Breeder/Seller [hereafter referred to as “Seller”]:

Name: Kimberly McBee

Address: 7105 Summit Court, Shawnee, KS 66216

Phone Number: 913-269-0024

Buyer/Buyers (hereafter referred to as “Buyer”]:

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

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

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

# DESCRIPTION OF DOG/PUPPY [hereafter referred to as “dog”]

The dog sold pursuant to the terms of this Agreement is a Lagotto Romagnolo understood to be a **companion pet only** and not sold as a breeding prospect. The dog has been/will be registered through the American Kennel Club with limited registration and the following information identifies this dog. Should the dog obtain a championship or owner decide to show the dog, breeder will consider a co-ownership contract in place of companion contract and full registration in place of limited registration:

Color & Gender: Brown F Lagotto Romagnolo

Name: Yellow Brick Road’s Twisted Sister “Birdie”

Sire Name: Argo

Dam Name: Yellow Brick Road’s Apple Of My Eye

# SHORT TERM HEALTH WARRANTY

Seller warrants that the dog is in good health at the time of shipping/delivery to Buyer, to the best of Seller’s knowledge and belief. The Seller is not liable for any accident or injury of the dog once it leaves Seller’s care.

Buyer must have the dog examined by a licensed veterinarian within three days (3) after receiving the dog for the short-term warranty to be in effect. If, during this examination, the dog is found to have an illness or condition that is so serious in nature that it threatens the life of the dog, and Buyer immediately provides Seller with veterinary reports stating the nature of the illness (including micro-chip verification), Buyer may immediately return the dog (dog must be alive) to Seller at Buyer’s expense for a full refund. Seller reserves seven (7) days after return receipt of the dog for the return of such funds.

Minor Ailments

This contract does not cover minor ailments such as, but not limited to: viral illnesses, parasites, infections, giardia, coccidiosis, kennel cough, umbilical hernia, stress related issues or any other non-life threatening illness common to young dogs. A **Minor Ailment** is defined as:a condition that will likely resolve on its own or with treatment and medication – not a condition that presents an immediate threat to the dog’s life.

Ailments Requiring Surgery

Any illness/condition diagnosed by a licensed veterinarian within seventy-two (72) hours of receipt of the dog that requires surgical treatment will require two (2) independent licensed veterinarian reports (with micro-chip verification) stating the nature of the illness/condition and recommended surgical treatment. Seller will pay Buyer the surgical costs for treatment of that condition up to $700.00 if dog is kept by Buyer, **OR** Buyer may return the dog (dog must be alive) to Seller at the Buyer’s expense immediately after the two (2) licensed veterinarian examinations for a full refund. In order for reimbursement of surgical veterinarian expenses up to $700.00, veterinarian reports (with micro-chip verification), including treatment fees, must be provided to Seller before any agreement to refund money is given. This applies only to conditions which the dog had prior to the time Seller relinquished care of the dog. Failure to provide veterinary records will result in a VOID of this Guarantee. Seller reserves seven (7) days from receipt of veterinarian records should Buyer decide to keep the dog **OR** seven (7) days after return receipt of the dog (dog must be alive) should Buyer decide to return the dog for the return of such funds.

The Seller promises to make Buyer aware of any and all known health issues before the purchase of this dog. Seller will provide Buyer with a medical chart detailing treatment this dog has received under Seller's care, and future care Seller feels is essential to the dog’s well-being.

# GENETIC HEALTH WARRANTY

Seller warrants that, to the best of Seller’s knowledge and belief, the dog is in good genetic health. This genetic health warranty extends for twelve (12) months from the dog’s date of birth and covers the following genetic/hereditary conditions: Hip Dysplasia - Distraction Index (DI) of greater than 0.70 or confirmed hip dysplasia as diagnosed by the University of Pennsylvania through a PennHIP x-ray (with micro-chip verification); grade 3 or above heart murmur diagnosed (with micro-chip verification) by a licensed board certified cardiology specialist; any genetic problem (excluding breeder notes) which prevents the dog from being certified by the Canine Eye Registration Foundation, Inc. [(CERF)](http://www.vet.purdue.edu/~yshen/cerf.html) (with micro-chip verification). If, during this warranty period, the dog is found to have one of the congenital or hereditary disorders stated above which has been diagnosed/certified (with micro-chip verification) by the methods/specialists stated above, and if Seller is notified within three (3) business days of the veterinarian's determination, Seller will refund Buyer $2,500.00 if dog is kept by Buyer, **OR** Buyer can return dog (dog must be alive) to Seller at Buyer’s expense and Seller will reimburse Buyer ½ the original dog purchase price in the amount of $1,700.00. Veterinarian reports must be provided to Seller before any agreement to refund money is given. Failure to provide veterinary records will result in a VOID of this Guarantee. Seller reserves seven (7) days from receipt of veterinarian records should Buyer decide to keep the dog **OR** seven (7) days after return receipt of the dog (dog must be alive) should Buyer decide to return the dog for the return of such funds. Seller will not be held responsible for the development of one of the genetic/hereditary disorders stated above which are the direct result of environmental factors or Buyers negligence. This dog must not be over exercised during its growth period. **Over exercising** is defined as: track or treadmill running, or any form of strenuous exercise. This can be a cause of hip and joint problems.

A **Genetic Disorder** is defined as:A condition diagnosed by a specialized test and licensed veterinarian specializing in the condition with supporting evidence that the condition is, to the best of the veterinarian’s knowledge and experience, genetic (inherited) in nature and not a result of environmental factors such as, but not limited to, Dog’s weight, diet, injury, attending illness, etc. Seller will also not be held responsible for the development of a genetic/hereditary disorder not specifically listed under this warranty.

# LIMITATIONS

The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, shall be cumulative and that once the warranty limitation described in the three sections above has been reached and reimbursed by Seller to Buyer, Seller has no further liability to Buyer. The parties agree that this warranty is the full and maximum financial liability Seller may owe Buyer, for the health of the dog.

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# HEALTH MAINTENANCE

The Buyer agrees to maintain this dog in good health, provide routine preventative health care, including but not limited to, vaccinations in accordance with the American Veterinary Hospital Association’s guidelines against DHPP or yearly blood tider, annual fecal exams, continual heartworm prevention, and rabies vaccinations as mandated by Buyer's state and county of residence.

This dog has been given recommended shots while in Seller’s care, this does not mean the dog is immune to the diseases he/she has been vaccinated against, check with your licensed veterinarian and follow up on all recommended boosters before taking your dog to meet the public or other dogs at public locations.

Buyer agrees to provide fresh water and proper quality food (preferably grain free) in the correct amounts.

If any of the above preventative care has not been provided, the general health warranty as well as the genetic warranty becomes VOID.

# SPAY/NEUTER

This dog is being sold with limited registration only. Buyer understands that this dog will have the proper AKC registration number/papers; however, Buyer WILL NOT have breeding rights. Spaying/neutering the dog is required prior to fifteen months of age-without exception.

Buyer agrees that dog will be spayed/ neutered and proof of same shall be provided to Seller when the dog is between mine (9) and fifteen (15) months of age, or earlier only if agreed to by Seller in writing. Since the young dog is still growing and developing, Seller does not recommend spaying or neutering prior to nine (9) months of age.

Buyer agrees not to breed the dog. In the event Buyer fails to uphold this agreement, Buyer agrees to pay Seller liquidated damages in the amount of $3,400 per puppy that is born from the whelping along with Seller’s attorney fees and court costs associated with enforcing this agreement.

The genetic/hereditary warranty becomes VOID if the spay/neuter contract is violated. Seller is not responsible for costs associated with spaying or neutering.

# TEMPERAMENT & TRAINING

Seller has provided a secure, loving environment for this dog from birth and has provided proper daily socialization. Seller’s dogs are temperament tested and sound when delivered. After delivery, the responsibility is on the Buyer to provide a good environment with proper socialization.

Buyer agrees to provide a safe environment and to keep the dog free from harm and bad interactions with other people, dogs and animals. Any negative exposure of the dog to a bad experience with other dogs or people can cause lasting effects.

Buyer understands that all young dogs exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer is responsible for appropriate training of the dog to correctly teach acceptable behaviors, and is responsible for proper socialization of the dog.

Buyer agrees to provide obedience training to dog once Buyer’s veterinarian feels the dog is adequately immunized, and continue with training as long as necessary to establish a solid foundation for a well socialized dog.

# RIGHT OF RECOVERY/PLACEMENT

If, at any time, circumstances are such that Buyer cannot keep the dog, Buyer or Buyer’s Estate grants Seller Right of First Refusal to take possession of the dog and Buyer agrees to return the dog with its title/registration to Seller, at no expense to the Seller. If upon death of Buyer, Buyer has made suitable living arrangements for the dog, Seller agrees that dog is better living with people he/she is familiar with instead of being returned to Seller. Seller agrees to pay Buyer any re-homing adoption fee received minus expenses Seller has incurred such as, but not limited to: veterinarian, training, boarding, shipping, advertising and food paid by Seller to prepare the dog for re-homing. Seller reserves forty-five (45) days from the time the dog is placed in his/her new home for the return of such funds to Buyer. The dog with its title/registration will not be transferred to any person or organization other than the Seller, whether by sale, gift, loan or otherwise, unless agreed to by Seller in writing. Buyer or Buyer’s Estate agrees to notify Seller if any such circumstance arises.

Seller endeavors to protect this dog from improper ownership and treatment. Seller will always take back this dog, at no expense to Seller, and keep and care for the dog until a suitable home is found. If Buyer or Buyer’s Estate breaches Right of First Refusal or otherwise improperly surrenders this dog to another party, Seller will take legal action and original Buyer of the dog or original Buyer’s Estate will be responsible for all costs and legal expenses incurred by Seller in order for Seller to re-gain legal ownership of this dog.

# SPECIAL CONDITIONS

1. Seller shall not be held responsible for acts of the dog. Under no circumstances shall the Seller be liable to Buyer or to any third party for any consequential incidental or special damages resulting from or in any manner related to the dog.
2. Seller shall not be held responsible for the development of non-genetically derived disqualifying faults, diseases, or disorders.
3. Seller makes no guarantee as to disposition, conformation, size, weight, color or markings.
4. During the life of dog, Buyer and Seller agree to notify each other, within 30 days, of any changes in address or phone numbers.
5. Buyer agrees that the dog is not to be left solely in a backyard or kennel and will be allowed to spend substantial quality time in the home with family members where it can become a member of the family.
6. If it is reported and confirmed that this dog is being abused or neglected by Buyer, rights and ownership of dog will automatically terminate and revert back to Seller who may immediately assume possession. Buyer will be responsible for Seller's fees and costs involved in repossession.
7. Any warranty provided in this Agreement is VOID if there are signs of neglect, abuse or injury to this dog or if the Buyer does not follow through with shot requirements/regimen and vet visits in timely fashion.
8. Upon transfer of possession of the dog and final payment of the purchase price, all veterinary care and its associated costs, except care promised under the general health or genetic/hereditary health warranty stated above, are the sole and exclusive responsibility of the Buyer.
9. The Buyer is responsible for all transportation costs to and from the Seller.
10. The Seller is responsible for supplying the registration papers. Registration papers for the dog will be sent by mail upon receiving a copy of the spay/neuter certificate (with microchip verification) from a licensed veterinarian.
11. Dogs will be ready to go to their new homes between nine (9) and eleven (11) weeks of age. The final release/delivery date for the dog is made by the Seller and the Seller's veterinarian, with the health of the dog being the overriding factor.
12. Buyer agrees that Seller shall have the right to enforce provisions of this Agreement in a court of law or through alternative dispute mediation. If legal action by Seller is necessary to enforce any provision, Buyer will pay for costs and attorney fees incurred by Seller.
13. The parties agree that this Agreement was made in the State of Kansas and agree that it shall be governed by and construed in accordance with the laws of the state of Kansas and the parties agree to submit to the jurisdiction of the courts of the State of Kansas for any dispute arising from this Agreement.

Buyer will pay Seller the total purchase price of $3,400.00 (any deposit from Buyer, received by Seller, will be deducted from the purchase price) before transfer of possession of the dog, which is the companion pet price for dog.

# FULL AND FINAL AGREEMENT

Buyer acknowledges that Buyer has read, understands and agrees to the terms of this Agreement. Both the Buyer and Seller agree that this Agreement represents the entire Agreement between them and that no other representations have been made regarding the dog described above.

**BUYERS’** signatures and date:

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**SELLER’S** signature and date:

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