

Hickory Creek Chesapeakes Contract Information

Below is the information that comprises the contract between you and Hickory Creek Chesapeakes. You can download the contract in either MS Word format or as a PDF.

Hickory Creek Chesapeakes guarantees all items covered under this guarantee. This guarantee is by replacement only. We do not give refunds. Any expenses incurred on any returned dog or pup and the replacement animal are the responsibility of the purchaser.

All pups have received proper vaccinations and worming to the date transfer to the new owner. All shipped pups are examined for health by our veterinarian and will have a health certificate. The purchaser's veterinarian must examine the pup within 10 calendar days. Any claim on the health guarantee must be placed within the 10 calendar days. If we do not hear from you, we will assume the pup is in good health and you are satisfied.

HIP DYSPLASIA

Any animal purchased from Hickory Creek Chesapeakes, must be X-rayed by 26 months of age. Any animal older than 26 months are no longer covered under this guarantee. X-ray must be sent to OFA for evaluation.

1. Animals with dysplasia may be treated as follows.

- The animal may be euthanized, with the agreement of Hickory Creek Chesapeakes, and a letter from the veterinarian sent to us verifying the action.
- The animal may be sterilized and a letter sent to us verifying the action. This animal may be placed in a pet home. Hickory Creek Chesapeakes must be sent a letter, signed by the new owner of the dog, stating that they were given the dog at no charge and they understand fully the dog's problem. They must also state the dog will not be used for hunting.
- If the original owner wishes to keep the dog and use it for a gun dog, the dog must be sterilized and a letter sent from the purchase another pup out of a mutually agreed upon litter at a reduced price.
- If the owner decided to sell the dog as a functional gundog, the owner is not eligible for a replacement.

RETURNED ANIMALS; The animal must be returned to Hickory Creek Chesapeakes in good condition, other than the specified problem, at the owner's expense. The owner will then qualify for a replacement pup. Shipping charges on any replacement is the responsibility of the owner.

HEREDITARY EYE PROBLEMS

Any dog showing hereditary eye defects will be replaced as follows:

1. Animals must be examined by three years of age. No animal over three is covered!
2. Animals must be examined by a certified veterinary ophthalmologist, and the results of the exam sent to Hickory Creek Chesapeakes. The ophthalmologist must state the defect is definitely of a hereditary nature and not caused by injury or illness.
3. The defective animal is to be returned to Hickory Creek Chesapeakes or may be euthanized with permission of Hickory Creek Chesapeakes. Proof of euthanasia must be provided. Shipping charges are the responsibility of the owner.

PHYSICAL DEFECTS

Animals showing any serious genetic or congenital defect will be replaced as follows.

1. Animal must show defect by twelve months of age and be examined by a veterinarian. Hickory Creek Chesapeakes must be notified at once at the onset of the problem with a letter from the veterinarian.
2. Any physical problem, which is or could be the result of an injury, is not covered under this guarantee!
3. Animals with genetic or congenital defects must be returned or euthanized, with permission of Hickory Creek Chesapeakes to qualify the owner for a replacement. No refund, in part or full, will be given.

This guarantee is void if the animal is used for breeding purposes prior to notifying Hickory Creek Chesapeakes of any of the above defects. This guarantee applies to the original owner of the animal named in the document only. It in no way applies if the animal is sold or transferred to another owner without written permission of Hickory Creek Chesapeakes prior to the transfer.

Replacements will be mutually agreed upon by both parties and will be of comparable bloodlines. It is understood that the replacement may not be from the exact same parents.

All expenses for the shipping of the original animal and any replacement is the sole responsibility of the owner.

Any animal which is euthanized without the knowledge and permission of Hickory Creek Chesapeakes will not be covered under this guarantee.

PLEASE NOTE: The above part of the guarantee is only applicable if we are notified of any problems by the original animal's first birth date. Hip, eye, and physical defect problems are as specified in preceding areas. If case litigation including any appeal is instituted arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party their (reasonable) attorney's fees. Oklahoma is the forum of convenience and this agreement and all the addendum shall be interpreted under the laws of the State of Oklahoma as of the date thereof.

I understand that in order for this guarantee to apply, Hickory Creek Chesapeakes must be provided with a signed copy of this agreement. I understand this agreement is not transferrable to another person.

PURCHASER:

SELLER:

DATE: