

# BLUE MOON IRISH SETTERS

## Puppy Guarantee & Contract

IRISH SETTER PUPPY Whelped on: \_\_\_\_\_ AKC Litter #:

Sire: (undecided)

Dam: BLUE MOONS MISCHIEVOUS POPPET SR95715909

Puppy is a: MALE FEMALE COLLAR \_\_\_\_\_

AKC Limited Registration#: \_\_\_\_\_ *A limited registration requires spay or neuter of your puppy by 7 months of age, or per buyers veterinarian. A copy of the Vets spay/neuter certificate is to be sent to Blue Moon Irish Setters. You will need this certificate to get the discount on your cities dog license as well. These dogs can compete in some field and agility events but not confirmation dog shows sanctioned by the AKC.*

This transaction agreement is made between the buyer:

\_\_\_\_\_ and seller Pat Leff  
of (Blue Moon Irish Setters) for the amount of \$ \_\_\_\_\_ US.

The health guarantee section (Part 1) is non-transferable. Part 2 is transferable to all future owners of this dog. No other conditions are implied other than those outlined here. The dog is believed to be in good health at the time of sale and the buyer has 4 days from the time of purchase to have the dog checked by a licensed veterinarian. We must be notified immediately in writing with copies of all pertinent tests and doctors diagnosis for any problems as set forth below. Failure to submit an **original signed copy** of this guarantee with your payment will result in NO guarantee being issued nor any puppy being sold.

### (PART 1)

1. Our dogs are guaranteed to be free of PRA (a genetic condition that causes blindness in dogs). PRA usually becomes apparent by a year old. Hip dysplasia (lame, falling down or unable to stand up) until the puppy reaches **two years of age**. There is no history of either of these diseases for many generations in both sire and dam.
2. Our dogs have seen our veterinarian and declared healthy and adorable. All future treatment, according to set standards, will be the new owner's responsibility. The new owner must be diligent in keeping up with their dog's vaccinations to prevent the communicable diseases that can be contracted from other animals or from public places. They are also responsible for keeping to a worming schedule including monthly heartworm preventative which should start at 4 months of age and before exposure to public places.
3. Out of area buyers will pay for all shipping, crate costs & veterinarian's health checks & vaccinations done before shipment and after they take possession of the puppy. Before we ship a puppy, it will be examined by our licensed veterinarian and is believed to be in good health. The vet's health report is sent along with the dog. The buyer should, at their own expense get a second examination from their own veterinarian within 1 week of receiving their puppy for vaccines required in their area. It is advised that your puppy not be exposed to public contamination until cleared by your vet. Unfortunately not every dog owner is conscientious about getting their dog vaccinated and will allow them to roam where you may take your puppy. Young dogs are especially susceptible to the Parvo virus which is easily transmitted by sniffing, it is a horrible and usually fatal disease for young dogs.
4. We cannot be responsible for *communicable* diseases your puppy might pick up from

public places or other animals after they are in your possession. It is the buyer's responsibility to keep current on all vaccinations to avoid this potential catastrophe. A general vaccination schedule is included in your 'owner's manual' but may differ somewhat by the buyers location.

5. If a dog is *picked up directly (not shipped)* from the seller (PREFERRED) the buyer should at their own expense have their dog inspected by a licensed veterinarian within 1 week of taking possession. Seller is not responsible for airline conduct.
6. If congenital hip or PRA defect is found by a licensed veterinarian within the two year period, the Seller must be notified ***in writing***, along with the veterinarian's report and copies of all tests including x-rays, sent by *certified mail* within 1 week of the discovery of such defect. A defective dog may be replaced with a dog of like value, when one is available and upon the return of the defective dog with all of its AKC and veterinarian papers at owners cost, and after it has been inspected by our veterinarian and the genetic condition is verified. If the buyer wishes to keep the dog with a defect, they may do so, however, we will not be obligated in anyway under the terms set forth in this agreement and the seller's terms set forth under this agreement will end. In this instance the buyer will be responsible for all medical expenses. (End of Part 1)

## **(PART 2)**

The buyer also agrees to the following for the life of the dog, these terms in this section (Part 2) of this contract will apply to all future owners of this dog. If this dog is transferred to a new agreed upon owner, then a signed copy, signed by the new owner, of this section only (Part 2) of this contract **MUST** be sent to Pat Leff immediately!

- A. The buyer affirms that he/she is not a broker (mill, shop, farm or factory), nor acting on the behalf of another, nor associated with any rescue organization or other such scheme or operation and that the buyer will not engage in defamation, liable, slander or trade liable against the seller.
- B. The buyer is responsible for all care including veterinarian care of their dog for the life of the dog. The buyer is also responsible for all training and socialization of the dog and is solely responsible for keeping the dog under control at all times. The buyer understands that the seller has no control or information regarding the future habits, appearance or temperament of the puppy / dog and so does not warrant such.
- C. Personal checks are no longer accepted. Preferred payment for your new puppy is a cashier's bank check, cash or PayPal account.
- D. It is strongly advised that the new puppy owner get their pet micro-chipped **ASAP**.
- E. **If at any time the buyer is unable to keep the dog, the buyer agrees that they will NOT turn the dog over to ANY rescue organization OR attempt to resell the dog. They MUST, at their expense, return the dog along with all papers to the seller, delivered directly to the seller.** The buyer agrees that they will not be reimbursed in any way for returning a dog to us and seller will not be obligated in any way. A maintenance fee to cover veterinary bills if needed may be assessed. Rehoming an unwanted dog is a sad and stressful thing for all involved especially the pup, so, *please* be sure before you sign this document that an Irish Setter is exactly what your family wants and you are willing to add this beautiful creature to your household.
- F. Any discovery by the breeder of abuse to one of the puppies sold in good faith via this contract, can and will cause possible legal and law involvement against the owner. This is quite rare but has happened once and law enforcement was involved to return that dog to us here for medical treatment and rehome. Feel free to ask about Riley's story.
- G. Refusal to sign off on any section above is cause to negate the sale of the puppy.

Buyer's Signature(s) \_\_\_\_\_

Buyer's Address \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Date: \_\_\_\_\_

Phone #'s \_\_\_\_\_

Email(s) \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Payment received: Date: \_\_\_\_\_ Deposit: \_\_\_\_\_ Balance: \_\_\_\_\_

Effective Sale Date: \_\_\_\_\_ Paid in full? \_\_\_\_\_

Litter registration AKC#: \_\_\_\_\_ Puppy AKC #: \_\_\_\_\_

Comments: Questions are always welcomed, email me [bluemoonirishsetters@gmail.com](mailto:bluemoonirishsetters@gmail.com), call or text Pat at 801-518-8223 I will get back with you as soon as I can. The only stupid questions are the ones not asked!

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