



# SMITTEN BY SCHNAUZERS

NC Miniature Schnauzer Breeder

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## HEALTH GUARANTEE AND PURCHASE AGREEMENT

Please sign, date and return this document to Smitten by Schnauzers. You may either email, mail, fax or hand return this contract to us in person. No puppy is considered reserved until purchase agreement is received and signed along with a non-refundable deposit. Upon receipt of your deposit, the puppy that you have chosen will be taken off the market and will be held for you until the puppy is ready for its new home. Seller accepts Cash, Cashier's Check, Credit Card, Instant Transfer with Chase Bank or PayPal.

If the puppy is over eight (8) weeks old when reservation is made, we require 50% of the purchase price be paid. This guarantee applies to the original owner.

Owner of Smitten by Schnauzers agrees to sell a puppy to:

Buyer: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Buyer is purchasing:

Breed:

Weight:

Sex:

Date of Birth:

Out of Sire:

Puppy's Name:

Purchase Price:

Deposit Amount: \$500

Balance due at 7 weeks of age/upon pick up:

Purpose: Pet-only / Breeding Purposes

On Date:

Out of Dam:



\*\*\*Failure to pick up your puppy or have puppy shipped by the pickup date or failure to have your puppy paid in full by 7 weeks of age or upon pick-up will mean forfeiture of all payments and any rights the Buyer had to adopt the puppy in this contract or any other puppies. We reserve the right to cancel the sale of any puppy at any time up until the time of transfer of the puppy for any reason we feel is appropriate.

\*For Miniature Schnauzer puppies only: Seller and Buyer agree that the above described puppy is a purebred Miniature Schnauzer. **For puppies sold with breeding rights**, Seller will provide paperwork necessary for registration with the American Pet Registry, Inc (APRI) / American Kennel Club (AKC), American Canine Hybrid Club (ACHC). The kennel prefix "SBS" must be used as the first words of the registered name.\*

**Deposits/Refunds:** Deposits will be taken on a first come, first serve basis. To reserve a puppy, an initial deposit of \$500 is required following an approved puppy application. There shall be NO REFUNDS of the deposit once your puppy is selected and marked as RESERVED or REMOVED from the website. Failure of the Buyer to complete this purchase would subject Seller to lost opportunities to sell the puppy to some other buyer and retention of the deposit or any other payments is meant to compensate Seller for loss of other opportunities to find a suitable home, loss of income and extra expenses. This deposit signifies the intent on the part of the Buyer to follow through with the purchase of this puppy.

**Communication:** If at any time you have an issue or miscommunication please never hesitate to contact us. Our goal is to connect you with a puppy that can be part of your family for years to come. We only approve families that have demonstrated to us that they are ready for a long-term commitment and with this we take a very personal approach to assisting each buyer in choosing the perfect puppy to meet their needs.

**Shipping:** A private Flight Nanny's prices range in the USA is subject to change based on airfare and destination. Flight Nanny will travel carrying the puppy on the aircraft and the puppy will remain with him/her at all times. The nanny will meet you curbside at the airport.

**Payment Provisions:** Payments made with PayPal cannot be disputed for any type of payment reversal. All Money/payments placed on a puppy are NONREFUNDABLE. We have a strict NO PayPal/Credit Charge Back Refund Policy, and any Buyer who attempts to dispute a transaction will lose all money placed on their puppy and any rights to purchase a puppy from us now and in the future.

**Payment Schedule:** Full balance is due when the puppy is of 7 weeks of age. Full balance is due at six weeks of age if paying using cashier's check. Once payment is fully cleared, we will arrange a pick-up/drop-off date. If you are picking up the puppy in person payment will be due upon pick up and only cash will be accepted. If Buyer for any reason cannot complete the transaction by the time the puppy is ready to leave; the Buyer defaults and understands the reserved puppy will be offered to the next available person on our waiting list with no refunds given.



**Health Guarantee:** The Seller guarantees this puppy to be of sound health and temperament at the time of the sale. The Seller will provide a health record of all shots, worming, and a veterinarian exam for out-of-state buyers. The Buyer agrees to take this puppy to a licensed veterinarian of their choice within 72 business hours. Failure to have the puppy examined by a vet within three days (or within an agreed upon date) of the puppy's delivered/picked up date or if the Buyer fails to provide required immunizations and medical treatment will void this health guarantee. Dehydration, Diarrhea, Hypoglycemia, Coccidia, Kennel Cough, Internal and External Parasites, Giardia, Fungal Infections, or any condition that can be corrected by veterinarian treatment and any other preventable conditions are not covered. We provide a health guarantee for life-threatening health issues (valid until the puppy's FIRST birthday). Illnesses must be documented in writing by a licensed vet within 72 business hours. The Seller must be made informed of the examination that indicates that at the time of sale, such animal was unfit for purchase due to life threatening illness, disease, or congenital defect with proper documentation by a licensed vet. If the puppy was in fact unfit for purchase Buyer may return the puppy for an exchange of equal value and the failure to do so within 72 hours will result in the cancellation of a replacement puppy. The seller will offer a replacement puppy of comparable value and no money will be refunded. This is subject to availability, breeder's first choice for breeding program then the buyer second. Conditions not considered life-threatening and therefore not covered include but not limited to luxating patella, hernias of any kind, collapsed trachea, etc. If the condition can be treated, it is NOT considered life threatening. In the event of a life threatening condition the affected puppy must be returned with all veterinary documentation at the Buyer's expense. The Buyer understands that a replacement puppy will only be given if it's discovered to be a hereditary problem and not due to accident or illness. The Seller guarantees the puppy against fatal viruses for 72 hours. These include Distemper, Parvo, and Corona. It does not include Coccidia and Kennel Cough, which is self-limiting and must run its course with antibiotic treatment and is not life threatening.

If the puppy should die from a suspected congenital defect within 12 months of its birth date, an autopsy must be performed at the purchaser's expense by a veterinarian. If the autopsy shows a congenital defect as the reason for death, the seller will provide another puppy of equal value to the purchaser. A written statement from the licensed veterinarian must be provided with the Seller's name. The guarantee is void in the event of an indeterminable or inconclusive diagnosis. In the event there are no puppies available at that time, the buyer will then be placed on a waiting list for the first suitable replacement puppy in comparable value when one becomes available. The Buyer understands that any and all guarantees expire one year from the date of birth. If an autopsy is not performed this guarantee is no longer valid and the puppy will not be replaced. Buyer is responsible for the transportation cost of the replacement puppy. This contract will only be valid while the seller is breeding Miniature Schnauzers and/or Schnoodles. Should the Seller discontinue breeding dogs, this contract shall be void. This contract is between the Seller and Buyer(s) signed below. If this puppy/dog is sold to a third party, this contract shall be void.

**Purpose of Puppy Purchase:** Price for puppies with breeding rights will be an additional amount. Buyers will use the puppy for the intent it was purchased. Pet-only puppies are not to be used for breeding purposes. Puppies sold as pets will not be used for the purposes of breeding. Buyer understands that when a pet-only puppy is found to have been bred, Buyer will incur a penalty of five (5) times the purchase price of the puppy bought from Seller plus an additional fee of \$2500 per puppy produced by the purchased puppy. 3



**LIMITATION OF GUARANTEE:** We do not guarantee fur color, eye color, adult size, conformation, reproductive ability, testicles descending, retained teeth, personality, ear standing, potty training ability, proper bite, coat quality, length, weight, hernias of any kind, physical flaws or the temperament of the puppy. This guarantee does not cover common conditions and is limited only to defects largely considered life threatening. The Seller is not responsible for any veterinarian bills incurred once the puppy is delivered, the Buyer assumes all responsibility for the puppy. Buyer understands that adult sizes are an estimate only, based on Seller's experience. Buyer acknowledges that there is no guarantee on final adult weights, actual size, color or eye color. This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. We do not warrant against any condition caused by carelessness, negligence or abuse.

**Limitation Provisions to Genetic Disease(s):** Any puppy purchased from Smitten by Schnauzers must show a life threatening hereditary defect by 12 months of age. Dogs older than 12 months are not covered under this guarantee. If after the Buyer discovers a life threatening condition within a year of purchase and the owner wishes to retain the puppy the owner then waives the right to a replacement puppy unless otherwise agreed upon in writing from the Breeder stating the Buyer may keep their original puppy and also receive a replacement puppy. Shipping charges on any replacement puppy is the responsibility of the Buyer. If the puppy is found to have a life threatening/hereditary condition that required the dog to be euthanized, documentation by the Buyer's veterinarian must be provided to the Seller and must show a serious untreatable medical issue to warrant the dog to be euthanized.

**Buyer's Responsibility:** The Buyer agrees to provide a life-long commitment, comfortable environment, prompt medical attention, proper grooming and responsible care. This includes keeping this puppy/dog parasite-free and up-to-date with vaccines, proper nutrition, which consists of a good quality dog food, fresh water at all times and teeth cleanings as needed to ensure longevity of life.

The Buyer promises to provide a safe environment for the dog and never allow the dog to roam freely without proper fencing or supervision. Seller is not responsible or liable for payment of ANY medical, dental, or surgical procedures to maintain the animal's health or well-being after the time of purchase.

**Open Door Policy:** If at any time, the Buyer can no longer retain possession of the dog, the Seller must be notified and granted full ownership of the dog back to Smitten by Schnauzers who will find a suitable home for the dog. Our puppies are considered property of Smitten by Schnauzers. No refunds. The dog must be returned with all medical records. Under no circumstances will the Buyer rehome the dog, which includes surrendering the dog to the pound or any rescue center. This provision is to ensure that our Miniature Schnauzers/Schnoodles will not end up homeless or destroyed, and to ensure a proper suitable home is found. Rehoming of our puppy without written consent from Smitten by Schnauzers will be considered breach of contract and the Buyer will be sued for damages for the actual value of the puppy at the time of original sale (purchase price) and any fees incurred to regain possession on the dog.



**Legal Provisions:** In the event of any litigation in connection with this contract, the Breeder will be paid reasonable attorney fees, court costs and all travel expenses, which resulted for the litigation via the responsibility of the Buyer. This Contract will be deemed a legally binding Contract, and is under the jurisdiction of the state of North Carolina in the county of Pitt. Buyer agrees that in the event of any legal action the Buyer must turn over the puppy to Seller (Smitten by Schnauzers) until all court proceedings are finalized. It is further agreed that, if for any reason, filing for court, the place of venue shall be Pitt County, North Carolina.

**Bill of Sale:** The Buyer of a puppy from Smitten by Schnauzers hereby acknowledges that the Buyer has received a copy of this document, acknowledges and agrees to the terms and accepts full responsibility for the health and well-being of the purchased puppy. This is considered the complete "Bill of Sale". Further, the Buyer accepts the terms of the contract. The agreement represents the total agreement between Smitten by Schnauzers and the Buyer, and no other terms or conditions shall be valid to this sale.

**Vaccinations Limitations:** Your puppy has not been fully vaccinated and the recommended vaccination protocol schedule as age appropriate must be continued in order to maintain the one (1) year Guarantee outlined, the Buyer must have all immunizations done by a licensed veterinarian and provide proof of treatment to Seller upon request.

Buyer Printed Name:

Address:

Phone/Mobile No.:

Buyer Signature:

State ID/ Driver's License #:

City, State:

ZIP:

Email:

Date:

Seller Printed Name:

Business Name: Smitten By Schnauzers

Address:

Phone:

Seller Signature:

City/State:

ZIP:

Email:

Date:

