

LOWRY TOY POODLES

HEALTH GUARANTEE & BILL OF SALE

Lowry Toy Poodles – Joanne Lowry
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www.lowrytoypoodlesandmaltese.com

Birth Date:	Breeding Rights:
Color & Breed:	Sex:
Sire:	Dam:
Adoption Price:	Opt. Microchip (\$50 charge):
Shipping Fee:	Non-Refundable Holding Fee:
Buyer name(s):	Final balance due:
	Date puppy delivered:

HOLDING FEE & MONETARY FRAUD: All Holding Fees are non-refundable, but are transferable to another available puppy of Buyer's choice. The Holding Fee amount is to be credited towards the adoption price. Should the puppy die or turn out to have a physical defect that would prevent adoption prior to being transferred to Buyer, the Holding Fee will either be refunded or may be transferred to a different puppy. Should there not be a puppy available to transfer the Holding Fee to Buyer will be given 12 months to transfer the Holding Fee to a different puppy. After 12 months, the Holding Fee is forfeited. Due to the ever increasing fraudulent counterfeit methods, any monetary disputes, whether intentional or unintentional, automatically will revoke or limit breeding rights to any kennel club papers issued with the puppy if the party is found guilty.

All non-refundable deposits are non-refundable, but are transferable to another puppy of Buyer's choice. The non-refundable deposit amount is credited towards the final balance due.

GUARANTEES: Seller is in compliance with all AKC/CKC regulations and makes every effort to ensure that the puppy is healthy at the time of transfer. We will not allow a puppy to leave until we are certain that the puppy is ready for the trip to your home and has passed a licensed veterinary health inspection, is free from any illness, and is eating quite well on its own. Your new puppy **MUST** be examined by a licensed veterinarian within **48** hours of receiving your puppy to validate this guarantee. However, any exam performed by a vet belonging to the Banfield network (Petsmart/Petco) will **VOID** this guarantee in its entirety due to their reputation of financial abuse of new puppy owners. Should your vet find the puppy "unfit" for sale upon this initial examination, it will be replaced provided the puppy is returned with a written statement from the vet stating the nature of their findings. It is the Buyer's responsibility to return the puppy along with all registration papers and other package contents. **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES THAT BUYER HAS INCURRED.**

All vaccines are NOT created equal; therefore, you or your vet may notice a different schedule has been followed according to the specific vaccination administered. Because over vaccination can cause serious health consequences, any vaccination given before your puppy is actually due for its next vaccine will **VOID** this guarantee in its entirety. All of our puppies have completed their regimen of immunization to their age appropriate vaccination schedule at time of delivery. It is the Buyer's responsibility to set up an ongoing appropriate vaccination schedule with your vet.

Buyer Initials _____

Seller hereby makes a very strong recommendation against vaccinating small breed puppies against leptospirosis as it has been known to cause adverse reactions, including death. We assume no responsibility for any illness to other household pets resulting in being exposed to your new puppy.

Seller cannot guarantee the puppy against illness or opportunistic parasite brought on by the stress of moving (from our house to yours), shipping, or motion sickness resulting from being transported. This stress can ignite illnesses and opportunistic parasites such as hypoglycemia (sugar drop) or coccidia (dormant in most live animals), giardia, kennel cough, etc. Seller also does not guarantee the puppy to be “worm-free” as this is an on-going process that, once the dog is out of our control, is responsibility of Buyer. These are easily and economically treated and should they occur **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

Please watch your puppy closely and make sure it is eating regularly and is playful and active. Buyer understands that small puppies require EXTRA CARE and attention to remain healthy. Small puppies are not to be handled by small children or excessively by adults. Seller has informed Buyer of the signs of hypoglycemia and these other stress-induced opportunists and has supplied written documentation both via email and physically about how to care for their new puppy and instructed Buyer to call a licensed veterinarian for *immediate* care. By signing this document, Buyer acknowledges receipt of said written documentation and accepts all responsibility for the puppy. Seller will not be responsible for the puppy becoming hypoglycemic resulting in death or any permanent damage as a subsequent result and further, **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

Seller warrants the health of the puppy for the first year of life against genetic hereditary life-threatening genetic defects involving the heart, liver and kidneys. If during this first year a replacement puppy is deemed necessary due to an identified *genetic* life-threatening defect, the replacement will be made for the same or less value of puppy, unless Buyer prefers to pay the difference for a more valuable puppy. However, Buyer must return the original puppy along with all registration papers, immunization papers, microchip registration papers, etc. In the unlikely event that a death occur, a necropsy must be performed by a licensed veterinarian and a copy of the report forwarded to Seller for review by Seller's veterinarian before determining if a replacement is to be made. If our veterinarian concurs, we will replace your puppy as soon as one is available. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement puppy. If the puppy becomes ill and the owner has the puppy euthanized without our prior consent, no replacement will be made. If the Buyer declines the replacement puppy, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty on this agreement. Again, **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

This guarantee does NOT cover any costs associated with spaying or neutering, nor does it cover injury or death from any routine surgical procedure. Further, this guarantee does not cover any of the following conditions or minor flaws: coccidiosis, giardia, hypoglycemia, kennel cough, pneumonia, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non-life-threatening eye, skin, or tissue issues, allergies, over or under bites, herniations, a non-life-threatening open fontanel, non-life-threatening bone or joint disorders such as but not limited to luxating patella's and heart murmurs that are not life threatening. Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any puppy. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any puppy. In addition, Seller cannot guarantee that declaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws or tail docking.

HEALTH & NUTRITION: Buyer agrees to keep the dog in good physical condition with regularly scheduled vaccinations, wormings, flea, tick and heartworm prevention and to provide proper shelter, exercise, fresh water and dog food. Buyer agrees to maintain the puppy on Royal Canin Mini Starter Puppy Food for *at least* three months to

Buyer Initials _____

ensure proper health, growth, and the overall well-being of the puppy. Because we feel so strongly about keeping your puppy as healthy as possible and we feel that providing a premium, dog food is imperative to your dog's nutritional health and long-life. Should you choose this, this guarantee stipulates that the puppy must be fed Royal Canin Food "which includes food and wellness supplements *without lapse*. The reason we have chosen to offer this option to our guarantee, is because so many dogs and cats are acquiring serious life-threatening health risks through poor diet and vitamin deficiency. We believe that these products provide the optimum nutritional benefits ensuring good health and longevity for the dog, which is why we are willing to stand behind this nutritional health guarantee.

FIRST RIGHT OF REFUSAL: Buyer agrees that the puppy will never be sold, leased or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the dog, wishes to sell, transfer ownership, give the puppy/dog away, the Buyer agrees to notify Seller immediately and Seller is to be given the "FIRST RIGHT" of refusal. If Seller exercises this right, ownership shall be legally transferred to Seller and once Seller has found an appropriate home for the dog, half of what it is resold for will be returned to Buyer. All registration papers, immunization papers, microchip registration papers, etc. must be returned with the puppy and cost of shipping shall be at Buyer's expense. If Buyer has problems with AKC/CKC resulting in loss of privileges, the Buyer must immediately contact Seller and transfer the dog and registrations to Seller until said problems are resolved satisfactorily.

MISCELLANEOUS: Both parties agree that they will not disparage or denigrate each other orally, electronically or in writing. Should Buyer make such online derogatory claims, Buyer agrees to pay the cost to have such negative claims and remarks removed from the World Wide Web. Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, and/or fees to the online company to remove derogatory complaints.

Seller may accept credit cards as a convenience to Buyer. Buyer agrees that no charge backs or disputes will be filed through a credit card company or financial institution for ANY REASON. In the event of legal action necessary to enforce the obligations on the Buyer by the Seller the Buyer shall be responsible for all reasonable expenses of such enforcement including Seller's necessary attorney's fees, court costs, and travel fees.

Seller has the right at any time to decide to stop breeding activities. In this case, no replacement puppies shall be given and this contract is null and void and no cash refunds shall be made.

ABUSE/NEGLECT: In the event that the dog is mistreated, neglected, abused in any way, kept outside in extreme heat or extreme cold conditions, kept on wire flooring, Seller has the right to rescue the dog immediately, with no notice or compensation to Buyer. Buyer shall voluntarily surrender any kennel club registration papers (if applicable), microchip records, and health records.

THIS DOCUMENT IS A LEGALLY-BINDING DOCUMENT. ANY COURT COSTS AND ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY BUYER IN THE STATE OF ALABAMA AND THE LAWS OF THE STATE OF ALABAMA OF CALHOUN COUNTY, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRETATION OF THIS CONTRACT. THIS GUARANTEE APPLIES TO ORIGINAL BUYER ONLY, AND IS NOT TRANSFERABLE. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

Buyer Initials _____

I, the Buyer of a puppy from Lowry Toy Poodles, hereby acknowledge that I have received a copy of this contract and acknowledge by signing below, that he or she has read, understands and agrees to the terms of this agreement in its entirety.

DATED: _____

Buyer(s) Signature(s): _____

Printed name: _____

Address:

Two Phone numbers: _____

Email: _____

Closest International Airport to ship to (DIRECT FLIGHT ONLY):

Seller Signature: _____

Joanne Lowry

Buyer Initials _____