

Aston Acres Miniature Dachshunds

CONTRACT, BILL OF SALE, AND HEALTH GUARANTEE

This contract and bill of sale was provided by Aston Acres Miniature Dachshunds.

This is to certify the sale of one Dachshund on _____

To: _____

For the sum of: \$ _____

DESCRIPTION OF DOG:

Name of dog: _____

AKC#: _____

Date whelped: _____ Coat/Color: _____

Place of birth: breeder's home Sex: _____

Sire: _____ AKC#: _____

Dam: _____ AKC #: _____

Breeder's name: _____

Breeder's phone: _____

CONDITIONS OF SALE:

Aston Acres goes to great lengths to produce healthy, sound puppies/dogs. Puppies bred at Aston Acres carry a one-year guarantee against life-threatening genetic health defects, which is until the puppy is one (1) year old. This would exclude items such as, but not limited to, any allergies or cosmetic genetic defects (e.g., kinked tail, rear dewclaws, alopecia, periodontal disease, etc.). It is impossible to predict that every puppy produced at Aston Acres, despite our endeavors and best efforts, will be free of all health problems, which is why we offer this guarantee.

If the purchaser is unable, or no longer desires, to keep the dog herein for any reason, regardless of age, the purchaser is under legal obligation to notify the breeder of such a situation. The breeder reserves the right to negotiate terms with the purchaser for the return and/or placement of said dog. The breeder agrees to take the dog back at any time in the dog's life; the dog will always have a home available with the breeder. Moreover, if the puppy/dog is sold with breeding rights and the purchaser is unwilling or unable to keep the dog, while Aston Acres still reserves the right to negotiate terms with the purchaser for the return and/or placement of said dog, Aston Acres further holds that the dog is not to be placed, or "rehomed," with its reproductive organs intact. Thus, the dog is not to be sold to a breeder under any circumstances. It will be a direct breach of contract if the

dog is placed or resold with its reproductive organs intact, or without notification and approval of the breeder with regard to its placement.

WARRANTY APPLYING TO PUPPIES:

Breeder offers no express or implied guarantees regarding the purchase of the puppy. Guarantees are specifically limited to this contract and therein contained.

- (1) Breeder guarantees the described puppy is a purebred Dachshund with registerable parents.
- (2) Breeder guarantees the puppy is in good health at the time of purchase, with the following immunizations given on the dates provided and listed in the health packet.
- (3) Breeder guarantees the puppy for the next fourteen (14) days to be free from *distemper, adenovirus 2, para influenza, and parvovirus*. The purchaser is also aware that diseases such as parvovirus, giardia, campylobacteria, and coccidiosis are highly contagious and may be acquired even though the puppy/dog is current on its vaccinations.
- (4) Breeder guarantees against life-threatening genetic health defects for up to one (1) year from the date of the puppy's birth. Under the guidelines listed within this contract and contained therein, a replacement of equal or lesser value will be given in the event that the puppy is found to have a life-threatening genetic health defect. This would exclude items such as, but not limited to, any allergies or cosmetic genetic defects (e.g., kinked tail, rear dewclaws, alopecia, periodontal disease, etc.).

GUARANTEES AND WARRANTY LIMITATIONS:

The breeder guarantees that this puppy/dog is in good health, to the best of the breeder's knowledge, at the time of sale. Furthermore, to keep the above warranty valid, as is applicable, the purchaser must take the puppy to be examined by a licensed veterinarian within 48 hours (excluding Sunday and holidays) of the receipt of the puppy. If the veterinarian finds the puppy to have a life-threatening genetic health defect, or *distemper, adenovirus 2, para influenza, or parvovirus*, for which the puppy has been vaccinated against, the puppy must be returned to the breeder (within 48 hours of diagnosis), accompanied by a certified statement from the veterinarian to be eligible for a replacement puppy of equal or lesser value. Aston Acres also reserves the right to personally speak to the vet prior to issuing a replacement puppy. Aston Acres also reserves the right to a second opinion by a vet of the breeder's choosing within five (5) days of the original diagnosis prior to offering a replacement. If the second opinion is in conflict with the original diagnosis, no replacement will be given. If a replacement puppy of equal or lesser value is not available at the time of return, the buyer will be placed on waitlist for such a puppy. There are absolutely *no refunds*. All veterinary expenses, unless otherwise agreed upon, are the responsibility of the *purchaser*. Said puppy is guaranteed against life-threatening genetic defects for up to (1) one year of age and will be replaced with a puppy of equal or lesser value, when available, if it is found to have a life-threatening genetic health defect under the circumstances detailed in succeeding section entitled, "PURCHASER ACKNOWLEDGES RESPONSIBILITY FOR THE FOLLOWING IN ACCORDANCE WITH THE WARRANTY."

No guarantee is made as to disposition, conformation, or breeding ability. Additionally, it is impossible to accurately determine the exact adult size of any puppy; therefore, the breeder cannot give any size guarantee. If an estimate of size is offered by the breeder, the size estimate is based upon the size of the parents and current size and growth rate of the puppy. It may also be based upon the sizes of puppies from previous litters dammed or sired by the parents.

Common parasites, such as ticks, worms, mites, coccidia, giardia, etc., are not cause for replacement, as they do not fall under the category of “life-threatening genetic health defects.” The breeder will *not* pay associated veterinarian bills that may occur from any such parasites, regardless if the puppy had any of these things at the time of purchase and possession. Aston Acres makes every effort to ensure that your puppy/dog is healthy, however, many of these types of ailments are a result of the stress of going to a new home, and do occur when a puppy/dog has otherwise been healthy at its breeder’s home. Most puppies have worms and, you, the purchaser, should not be surprised if your new puppy/dog does have them. Although Aston Acres puppies/dogs are wormed on a regular schedule—every two weeks, as veterinarian recommended—it cannot be guaranteed that your puppy/dog will be free of all worms when you get it.

In summation, the breeder makes no guarantees or warranties with regard to the puppy’s matured size. Furthermore, this puppy is “pet quality” and is not claimed to be “show quality,” thus the breeder does not guarantee that the purchaser will be able to show this dog. The breeder does not guarantee that this dog will be breeding quality. If within a one (1) year period from the date of birth should this dog come down with a life-threatening genetic health defect as authenticated by the stipulations listed in the section below, entitled, “PURCHASER ACKNOWLEDGES RESPONSIBILITY FOR THE FOLLOWING IN ACCORDANCE WITH THE WARRANTY,” a replacement puppy of equal or lesser value will be given when available, as long as Aston Acres is still breeding.

This puppy/dog has been wormed and has received the proper immunizations. No cash refund will be given under any circumstances—only replacement puppies/dogs of equal or lesser value will be given at the breeder’s discretion.

PURCHASER ACKNOWLEDGES RESPONSIBILITY FOR THE FOLLOWING IN ACCORDANCE WITH THE WARRANTY:

Purchaser agrees to take the puppy to a veterinarian within 48 hours (excluding Sunday and holidays) of receipt for a veterinarian examination. If the puppy is found to have a life-threatening genetic health defect, the purchaser must immediately notify the breeder. The puppy may be returned to the breeder at the purchaser’s expense for a replacement puppy of equal or lesser value. If the purchaser gives a veterinarian permission to perform any medical procedure(s) without first making the breeder apprised of the situation, the veterinarian fee(s) must be paid in full by the purchaser. As mentioned in the section titled “GUARANTEES AND WARRANTY LIMITATIONS,” at no point in this agreement does the breeder assume responsibility for medical bills.

If the puppy gets sick within fourteen (14) days of obtaining it, it must immediately be taken to a licensed veterinarian for an examination. If the veterinarian diagnoses the puppy with *distemper*, *adenovirus 2*, *para influenza*, and *parvovirus*, for which the puppy has been vaccinated against, the breeder requires a second opinion by the veterinarian of the breeder’s choice within five (5) days of the initial diagnosis. In the event that a life-threatening genetic health defect was noted at the initial exam (within the allotted time), which is required in order to validate the health guarantee, the breeder requires a second opinion by the veterinarian of the breeder’s choice within five (5) days of the initial diagnosis. These procedures must be followed before any claim can be made for a replacement puppy. The return of the puppy to the breeder for this exam will be at the purchaser’s expense. In the event that the puppy is diagnosed by the breeder’s veterinarian as having one of the previously listed diseases covered by the breeder’s guarantee under the section entitled, “WARRANTY APPLYING TO ALL PUPPIES,” (i.e., *distemper*, *adenovirus 2*, *para influenza*, and *parvovirus*) within fourteen (14) days of obtaining the puppy, the breeder will replace the puppy with a puppy of equal or lesser value, as is available. It should be noted that a puppy that is shipped must by law be certified healthy by a licensed veterinarian within ten (10) days of shipping in order to ship said puppy. Therefore, it is of serious question if a puppy that has been shipped is found

to be of unsound health at its subsequent veterinary examination for which the purchaser is required to take it to in order to validate the health guarantee.

If the puppy should die, prior to a replacement being provided, the breeder requires a DNA test to prove that it was the original puppy that was sold. This will need to be followed by a necropsy performed by the breeder's veterinarian to ensure that the puppy's death was, in fact, due to one of the above listed diseases in the section entitled, "WARRANTY APPLYING TO ALL DOGS" or a life-threatening genetic health defect. The costs of these procedures (i.e., DNA verification and certified veterinarian necropsy) are to be absorbed by the purchaser unless other arrangements are made at the discretion of the breeder. The provisions listed within this section would also be required if the puppy is found to have a life-threatening genetic defect posterior to the required veterinarian examination to validate the health guarantee to the purchaser wherein the puppy was deemed healthy, until the end of the one (1) year genetic health guarantee. That is to say, if the puppy has been given a clean bill of health by a veterinarian, but later falls ill and is found to be of unsound health due to a life-threatening genetic health defect as determined by a veterinarian between the time following the healthy puppy examination and prior to the end of the genetic health guarantee, the breeder requires a second opinion in the manner previously stated above. Furthermore, in the event of the death of the puppy, a DNA certification test and certified veterinarian necropsy in the manner previously stated above would be required, as well.

I have read, understand, and agree to all the terms and limitations stated herein. I consider this to be a legally binding document. Possession of the puppy/dog by its new owner implies agreement with this contract. Failure to adhere to this contract on the part of the purchaser is pursuable in the amount of \$5,000.00.

O This dog is sold as a _____.

NOTE: A dog sold as a "pet" is *not* to be bred. Any breeding of the dog would be in direct violation to the contract and thus a breach of contract. It is expressly understood and agreed upon that a puppy sold as a "pet" will be spayed/neutered as soon as it is medically safe to do so. The breeder would like to be notified of the spay/neuter, as well as being provided with the necessary evidentiary documents of the sexual alteration. If arrangements for AKC papers have been made, papers will not be awarded until proof spay/neuter is provided to the breeder.

O Today's date: _____

O Buyer's printed name: _____

O Buyer's residential address: _____

O Buyer's phone number: _____

O Buyer's email address: _____

O Buyer's signature: _____

O Seller's Signature: _____

O Health Guarantee Ending Date: _____