

## One Year Health Guarantee:

1. BEAUFORDS TLC KENNEL, shall hereinafter be referred to as the "Seller." The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the "Buyer." The vendor who supplied the puppy shall hereinafter be referred to as the "Breeder."
2. The Buyer agrees that they: the Buyer must have the puppy examined by a licensed veterinarian with in **two day (2) forty-eight hours (48)**, upon receiving the puppy, excluding Sundays and Holidays. The buyer then has **four (4) days ninety-six (96) hours** to e-mail ([puppies@vorkshireterrierpup.com](mailto:puppies@vorkshireterrierpup.com)) or fax (573-772-8266) a copy of the examination (vet report) to the Seller. Failure to comply will render this guarantee null and void.
3. The Buyer is responsible for the daily up keep and well being of the puppy. This includes properly feeding, watering, bathing, and any immunizations and examinations recommended after purchase. As well as providing necessary medications and follow-up treatments recommended by a licensed veterinarian (DMV). The Buyer acknowledges and agrees that Buyer must keep all receipts and records of all veterinarian checkups and immunizations in order for this guarantee to be in effect.
4. In the unlikely event of the death of the puppy with in one (1) year from its birth due to genetics, the Breeder shall replace the puppy with another of equivalent value at no cost to the Buyer with in six (6) months. The Buyer is responsible for the total shipping cost of the replacement puppy. If the Buyer declines the replacement puppy, then the Seller and the Breeder shall be under no further obligation and it will be deemed that the Buyer has released the Seller and the Breeder from any and all further claims.
5. In the event of death of the puppy, due to genetics, with in the first year of birth. The Buyer must fax a copy of the findings from a licensed veterinarian, with in two (2) days, forty-eight (48) hrs after said death to the Seller. If Buyer fails to fax a copy of the findings from a licensed veterinarian with in two (2) days forty-eight (48) hours than, the failure to comply will render this guarantee null and void. All conditions set forth in paragraph 16 shall apply.
6. In the event of a replacement puppy the Buyer is responsible for shipping cost, shipping crate, health certificate, and any additional costs. The original cost is only for the value of the puppy.  
BUYER'S INTIALS: \_\_\_\_\_
7. This guarantee is non-transferable. All registration papers MUST be returned to seller if this guarantee is exercised. All puppies are sold as pet quality: no guarantee is made on disposition, size, color, markings, conformation, or breeding ability.  
Seller sells puppies for companion purposes. Breeders sold with Full AKC registration papers only.
8. The registration papers are the responsibility of the Breeder.  
Registration papers will be taped to the puppies crate or sent via mail. Sending papers via mail could take up to 30 days. Any cost to obtain new or renewal registration papers is the sole responsibility of the Buyer. If the papers are lost the Breeder will assist the Buyer in obtaining new papers, at the Buyers expense

**Seller makes reasonable efforts to provide accurate and up-to-date information on its web site regarding the puppies for sale.**

- 9. Transportation of the puppy is arranged by the Seller. Occasionally, there may be delays for numerous reasons including, but not limited to, weather and temperature restrictions. Usually the puppy will ship within 7 to 14 days once the available date has arrived. But occasionally a puppy may need additional time with the Breeder before shipping. The Breeder and Breeders vet make the final determination of the puppy's ship date.**
- 10. The puppy will be current on all vaccinations and worming treatments that are applicable to the puppy's age, at the time of shipping. The puppy will be seen by a licensed veterinarian, of Beaufords TLC Kennel's choice, prior to shipping and will only be flown if given a clean bill of health. A puppy is a living breathing animal.**
- 11. The Buyer is aware that the puppy must have regular visits to a licensed veterinarian. This includes, but not excluding, vaccines, de-worming, flea treatments, heart worm treatments, and regular check ups. This is all part of owning a puppy and small problems should be treated before they escalate in to bigger problems. Beaufords TLC Kennel is not responsible for any veterinarian fees or costs. The guarantee will not cover neglect or improper care given by the Buyer.**
- 12. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and cost. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Greenville (Wayne County) Missouri. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.**
- 13. A deposit in the amount of \$100.00 is required to hold the puppy. In the event the Buyer should decide to cancel prior to shipping the deposit will be retained, to cover Sellers out-of-pocket expenses and overhead costs related with the transaction.**
- 14. The Seller will accept any returns of said puppy for any monetary reasons, including but not limited to allergy, Landlord/Tenant, marital, or adjustment issues. If the Buyer must return the puppy for any reason, it will be on a surrender basis only, with no refund or credit. Buyer must pay for the additional shipping cost back to the Seller, and Buyer must send proof of veterinarian care with the said puppy.**

**BUYER'S INITIALS: \_\_\_\_\_**

**15. LIMITATIONS OF PURCHASE AGREEMENT AND 1 YEAR HEALTH GUARANTEE:**

**This guarantee is non-transferable. The term "Health Guarantee" referred herein as a period of one (1) year from the puppy's date of birth. In the event the puppy is found to have a congenital or genetic defect that adversely affects the health of the puppy/dog, a statement from 2 unrelated licensed veterinarians (DVM) of the Buyer's choice, confirming such issue is required before any action will be taken by the Seller. Seller reserves the right to get a third licensed veterinarians opinion of Seller's choosing to determine the congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Breeder. All shipping costs are the responsibility of the Buyer. No replacement will be given if the dog (male or female) has been used for breeding. All laboratory verification must be done by a licensed veterinarian (DVM). No replacement will be given if the registration application form has expired. Failure of the Buyer to provide puppy with timely, regular veterinary care will void and null this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer understands that owning a puppy involves frequent visits to a Licensed Veterinarian and that he/she will be responsible for all payments. Health issues that can be treated with medication or surgery are not covered by this Guarantee including, but not limited to: intestinal parasites (Giardia, Tapeworms, Hookworms, Coccidiosis, Roundworms, or Ringworms). Hypoglycemia, low blood sugar, or sugar shock. Allergies, Cherry Eye, Herniations (Inguinal, Diaphragmatic, or Perineal), Heart Murmur (Grades 1-3), Patella Luxation (Grades 1-3). This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. Failure to obtain all receipts will void this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. The dog must be in good physical condition. All the above mentioned conditions must be met or all guarantees above mentioned will be null and void. This guarantee does not cover temperament issues as they can be caused by a number of things such as lack of discipline, proper dog socialization, or lack of training. The Buyer is responsible for all transportation cost to and from the Seller. If within one (1) year from the date of purchase the dog is established and certified by two (2) licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if Breeder is notified within two (2) business days of the Veterinarian's determination, the Breeder will provide a replacement puppy equivalent to the original value of the puppy. The Breeder and/or Seller are not responsible for any Veterinarian fees, shipping cost or any other associated costs.**

**Faxes and Online agreements as Originals: Both parties agree that faxes and or online agreements of signed documents shall be considered the original signatures for purpose of validity.**

**Buyer and Seller acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understands of the parties, and that it superseded and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.**

**BUYER'S Signature: \_\_\_\_\_ Date :**

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