

PUPPY CONTRACT

THIS agreement is made and entered into this _____ (day) of (Month) _____ (Year) _____, by and between _____ hereinafter referred to as the "BUYER" and Tricia Curtis hereinafter referred to as "SELLER".

SELLER agrees to transfer to BUYER one (1) weanling Imperial Shih Tzu puppy, AKC # _____, hereinafter referred to as "PUPPY." PUPPY is out of _____ and _____. The PUPPY described above is sold for the sum of _____ thousand dollars (\$ _____) with _____ registration papers as defined by the AKC (American Kennel Club), with a \$500.00 nonrefundable deposit and the balance to be made in full when the PUPPY is six weeks of age. Shipping charges in the amount of (\$ _____) are to be paid at the time of delivery via cash and are in addition to the total purchase price of the PUPPY. NOTE, No other forms of payment will be acceptable for delivery charges. Monies are nonrefundable and registration charges are the sole responsibility of the BUYER. If PUPPY is sold with Limited Registration (inclusive of "Pet" Papers or of "Pet" Quality), PUPPY must be spayed or neutered by seven (7) months of age. This is part of your Contract and you must provide proof from a licensed veterinarian of proof of the procedure whether you want the PUPPY's papers or not. AKC papers, if desired by BUYER, will then be released.

PUPPY is defined here to be an Imperial Shih Tzu puppy which is in good health at the time of sale, and embodies the characteristics of the Imperial Shih Tzu breed. This PUPPY is purebred and is registerable/registered (cross out one) with the American Kennel Club.

The SELLER guarantees the above described dog to be healthy at the time of the sale. Puppies have been inspected by a vet and have had their first set of shots.

The SELLER does not assume any liability for any injury to said puppy after delivery.

To the best of SELLER'S knowledge and belief, this PUPPY is in good sound health, free from symptoms of contagious and infectious diseases at the time of sale. A licensed Veterinarian must examine the PUPPY within 72 hours of receipt and SELLER must be notified of results within 24 hours of the examination. If this vet check is not performed the Health Guarantee is NULL and VOID. If the BUYER believes that the PUPPY is sick, BUYER must take immediate action by taking the PUPPY to a veterinarian of BUYER'S choice. SELLER cannot guarantee health beyond the 72 hour period since proper care and nutrition is outside of SELLER'S control once out of SELLER'S possession.

During the initial exam, should the veterinarian find the PUPPY of poor health or detect any physical health problem that would require further veterinary care (other than required vaccinations and/or treatment for any type of parasite or bacteria, internal or external), BUYER must contact SELLER within 24 hours of the said findings. Failure to do so will result in the cancellation of this guarantee. BUYER must provide written documentation from a veterinarian of said findings. A PUPPY with a defect must be returned to SELLER along with certified veterinarian's report of such findings. This report must be written on the veterinarian's letterhead or stationary. PUPPY must be returned to SELLER in order to qualify for a replacement PUPPY. If PUPPY is not returned, or if PUPPY is euthanized without the SELLER'S permission, this guarantee will be null and void and no replacement PUPPY will be given. This guarantee does not include: uneven bites, undescended testicles, Demodex mange, inguinal or umbilical hernias, fleas, worms, ticks, or ear mites, giardia, Coccidia, and kennel cough, which is common in puppies that are shipped and is usually caused by bacteria. Other disorders not covered by this Guarantee include those caused by environmental factors such as: allergies, Demdodectic mange, and other auto immune disorders.

All appropriate shots for the PUPPY'S age have been given, and a record of this vaccination history is supplied.

The BUYER agrees to maintain the puppy's health in good condition, and to provide yearly examinations, vaccinations, heartworm test, and any other usual procedures necessary to assure good health. Any warranties, inclusive of the Replacement Warranty, will be terminated if PUPPY is abused, neglected, or does not have up to date records of vaccinations and fecal records, or if the PUPPY has produced offspring.

The PUPPY is guaranteed to be free of Parvo virus and distemper for 48 hours upon arrival to BUYER. BUYER must have the ELISA test performed within 48 hours of purchase if claiming that the PUPPY has either of the viruses.

The PUPPY is guaranteed until 12 months of age against fatal and life altering Congenital disease which adversely affects the health of the PUPPY. This guarantee does not cover diseases commonly found in the Shih Tzu breed which includes: dry eye, cherry eye, pinched nostrils/stenotic nares, under bite, reverse sneezing, and both inguinal and umbilical hernias, etc. Most hernia are easily fixed at the time of a procedure such as spay or neuter. Genetic defects do include the kidney, heart, and liver problems of a severe, life-threatening nature and not created by neglect of the BUYER, these are the only genetic defects covered by this contract. Proof of Genetic defect must be performed by two unassociated, licensed Veterinarians. And each report must be from the veterinarian on his/her stationary or letterhead. Any PUPPY showing serious genetic defect must be reported in writing along with Veterinarian Statements within 24 hours of findings. SELLER reserves the right to directly discuss this

issue with the certifying veterinarian and/or allow the SELLER's veterinarian to communicate with the certifying veterinarian. SELLER also reserves the right to determine the appropriate reimbursement amount.

If PUPPY dies within 24 hours of purchase, the BUYER will pay to have a necropsy done and if reason is found to be congenital, the SELLER will replace the PUPPY. SELLER IS NOT responsible for any veterinarian bills.

The SELLER has done everything within reason to produce healthy sound puppies by raising the puppies in the best way possible in regards to diet, exercise, socialization and veterinary care.

There are many factors that can influence growth and development, such as diet, exercise, weight gain, etc. The BUYER assumes the responsibility to carry on with the appropriate vaccinations, exercise and feeding schedule, as supplied by the SELLER. *MOST PARTICULARLY, the BUYER agrees to keep the puppy well nourished throughout it's normal growth period.* The SELLER can offer no further guarantees once the care of the puppy is no longer under their control. SELLER does not guarantee against hypoglycemia, as this is up to the BUYER to prevent. Hypoglycemia is often seen in young toy puppies and oftentimes can be controlled by eating or giving of glucose. Stress and improper care can be a factor, please consult your veterinarian for more information.

If purchasing the PUPPY for breeding purposes, SELLER cannot guarantee breeding soundness, success, or ability. SELLER will not guarantee that offspring will be produced from this PUPPY, nor can SELLER guarantee genetic health of future puppies produced due to recessive genetics or the genetics of the other parent dog. It is the BUYER'S sole choice and responsibility if BUYER decides to breed this PUPPY at any future date.

SELLER does not guarantee size of the PUPPY upon maturity, SELLER has given BUYER SELLER'S best guess if asked about adult size. Prices of puppies are based on quality, pedigree, size, color, and sex. SELLER cannot guarantee color of the PUPPY, as the color may change with age, grooming, seasons, etc.

The BUYER hereby agrees that if at any time the BUYER cannot take proper care of the puppy, the BUYER must contact the SELLER and the SELLER will have the first choice to either: (a) take the PUPPY back or (b) assist the BUYER in finding a suitable home for the PUPPY. SELLER retains a first right of refusal on this PUPPY.

In the event of legal action for enforcement of this contract, both parties agree that legal action will commence in Whitman County, Washington. The prevailing party is entitled to reasonable attorney's fees and costs.

Warranties apply to the original BUYER only and are not transferable.

The SELLER neither makes nor implies any warranties or guarantees, express or implied, other than those written in the agreement including, without limitation, the warranties of merchantability and fitness. This document constitutes the entire agreement between the Seller and Buyer with respect to this sale. Buyer's signature below indicates that he/she has read, agrees and does understands all the conditions of the Sales Agreement and Contract of Sale.

Buyer Signature

Buyer Name:

Address:

Phone:

Seller Signature

Tricia Curtis Manager