

# DIAMOND OAKS RANCH

**SELLER'S REPRESENTATIONS:** Following conditions apply to sale of described dog. Seller guarantees puppy be in good health, without communicable diseases. Puppy will be veterinarian checked to confirm good health & overall condition, prior to transfer to buyer. Buyer has 72 hours after receiving puppy to have puppy veterinarian checked after receiving puppy confirming health condition. Upon, Buyer taking possession of puppy is evident they are completely satisfied, dog meets all expectations, waiving any claims regarding appearance & conformation.

**CONSIDERATION:** The dog is being sold for the sum shown above. A Non-refundable Deposit (buyer has the option to transfer monies paid to another puppy or another litter). As described in Section 2. Balance must be paid in full, including shipping fees prior puppy being 8 weeks of age, if not paid by this date this contract is null & void unless written arrangement of payments and pick up date. If for any reason buyer cannot keep said dog, we will gladly take the dog back. If the buyer does not take puppy home at eight weeks of age, Seller agrees to care for puppy after purchase at the fee of \$150 per week, buyer is responsible for all medical and veterinarian care. The seller is not responsible if the puppy becomes ill or injured, buyer, shall be notified, if possible, if the state of the dog's health requires quick action, right to call a veterinarian or administer medicine or to give advisable attention within the discretion of seller, such expenses shall be promptly paid by Buyer. Buyer, agrees hereby to be & is solely responsible for any & all acts of the dog's behavior at any time within term of contract. In no case, shall seller be liable.

**INCLUDED WITH PUPPY PURCHASE:** Puppy will have 1<sup>st</sup> & 2<sup>ND</sup> puppy shots, a full internal parasite control program, records of the shots and parasite control will be provided, Activated Micro Chipped, Limited AKC Registration, (Full Registration with breeding rights will only be given with a written permission & a change in Registration Type. (Buyer has 1 month after taking the puppy to email the seller puppy's new name, otherwise seller will pick out puppy name & register said puppy. THE PUPPY'S NAME MUST END WITH OUR NAME OF "vom SchattenHerz"). The registration on Legend has been delayed due to 2<sup>nd</sup> DNA request by AKC, we should be able to have the registration for the puppy done within 1 month.)

**SHIPPING:** Buyer is responsible for shipping costs to/from Ranch. All fees due 10 days prior to shipping.

**HEALTH/HIP GUARANTEE:** Health guarantee for the first year of puppy's life for any unforeseen genetic health issue determined by a qualified veterinarian. Guaranteed for genetic hip dysplasia only. Genetic hip dysplasia will show in the puppy before 1 year old. Later development of hip dysplasia is not guaranteed, this is often environmentally produced. The puppy's hips must be x-rayed before one year of age by a Veterinarian certified and skilled at producing hip x-rays for OFA evaluation. These x-rays must be submitted for OFA evaluation. Guarantee is for the preliminary OFA x-rays results being Excellent, Good, or Fair. If the puppy's x-rays are not rated "Fair" or better, it is considered dysplastic, buyer h litter, b) Keep the puppy--receive 1/2 of purchase price refunded. Proof of spay/neuter prior to refund c) Return puppy--receive 100% refund.

**MAINTENANCE:** Buyer agrees to provide a lifetime home, to keep the dog in good health, with the following conditions: a), provide routine preventative health care including, vaccinations, internal/external parasites, b) proper exercise for weight/physical condition, c) Good diet consists of quality dog food/supplements, d) dog shall NOT just live in a cage/kennel only. Dog is sold with the understanding of going to selected family. Buyer promises the dog will be part of the family to assure proper development & maintenance. Buyer understands, Seller will repossess dog upon evidence of breach, neglect or abuse at no expense to seller, including but not limited to all legal fees. If Buyer cannot keep said dog for any reason he promises to return it to Seller or if they have someone that wants the dog the new family must be approved by the Seller or Buyer will be liable to the Seller \$2500 for breach of lifetime home. If dog is abandoned in rescue or animal control, buyer will compensate seller an additional \$2500.

**PHOTOS/AWARDS:** Buyer agrees to provide Seller with photos/awards, allowing Seller to use these for advertising.

**JURISDICTION:** This contract is in the venue and under jurisdiction of the state of California, county of Riverside. If any legal action ensues must be arbitrated in this jurisdiction. The Buyer is responsible for any & all attorney, collection fees & other costs allowed by law. Interest charges on overdue billed at 12% annually.