

Five A Farms Contract: Puppy Purchase Agreement & Limited Health Guarantee (Full Breeding Rights)

Breeder Contact Information

Breeder/Seller: __

Phone: __

Location: __

Email: __

Puppy and Purchase Information

Puppy ID: __

DOB: __

Sex: __

Color: __

Purchase Price: \$__

Deposit (Non-Refundable): \$__

Balance Due: \$_***_

I. Puppy Pick-Up and Transfer

A. Pick-Up Timeline: The Buyer agrees to pick up the puppy from the Seller on or after the date the puppy turns eight (8) weeks old.

B. Mandatory Pick-Up Window: The Buyer must pick up the puppy within seven (7) days of the puppy turning eight (8) weeks old. Failure to pick up the puppy within this 7-day window will result in the forfeiture of the non-refundable deposit and the puppy will be considered available for resale, unless specific written arrangements for an extension or alternate pick-up date have been agreed upon by both the Buyer and the Seller prior to the 7-day window closing.

C. Boarding Fees: Should a pick-up extension be granted, the Buyer agrees to pay a daily boarding fee of \$_***_ per day starting on the eighth (8th) day after the puppy turns eight (8) weeks old.

II. Health Guarantees

A. Mandatory Veterinary Exam: The Buyer must have the puppy examined by a licensed veterinarian within **three (3) business days of purchase**. Failure to have the puppy examined within three days of purchase **VOIDS ALL WARRANTIES**.

- **Life-Threatening Condition:** If the veterinarian confirms a life-threatening physical problem:
 - The Seller will provide a replacement puppy of equal value.
 - If no puppies are available, one will be provided from the next available litter.

- The Buyer is responsible for the cost difference if a puppy of greater value is chosen.
- **Claim Procedure:** The Buyer must return the puppy to the Seller within seven (7) days of purchase at the Buyer's expense. A signed statement from the veterinarian explaining the poor health risk and supporting symptoms is required.
- **No Refunds:** Deposits are non-refundable, and there is no refund on shipping charges.

B. One-Year Limited Life Warranty

- **Coverage:** The puppy has a one (1) year limited life warranty. Should the puppy die of a birth defect within one year of purchase, the Seller will provide a replacement puppy of equal value.
- **Qualification:** To qualify, the Buyer must have kept the puppy under the care of a licensed, practicing veterinarian, including all recommended vaccinations.
- **Autopsy:** If the puppy dies, the Buyer must have an autopsy performed by a licensed veterinarian. Results, signed by the veterinarian, must be sent to the Seller. The Buyer is responsible for all costs incurred.

III. Exclusions, Limitations, and Buyer Obligations

A. Exclusions

- **Conditions Not Warranted:** There is no warranty against: hypoglycemia, coccidia, hip or joint problems, parasites, cherry eye, viral/bacterial infections, or any skin disorders.
- **Guarantee Voided By:** The guarantee is not valid in case of accidental death or injury.
- **Appearance:** There is no guarantee on the color or size of the puppy, now or as an adult, including eye color.

B. Buyer Obligations

- **Rehoming:** The Buyer agrees to contact the Seller first before rehoming, reselling, or surrendering the puppy, both now and as an adult.
- **Returns:** For any health warranty claim return, the Buyer must return all registration papers, signed to transfer ownership back to the Seller. The Seller will not be held responsible for any costs incurred after the sale is final.

C. Breeding Rights Provisions

- **Full Rights Purchase:** This sale includes full breeding rights and all associated registration paperwork is provided at the time of purchase.
- **No Breeding Guarantee: The Seller makes no guarantees or warranties regarding the Buyer's ability to breed the dog, its fertility, its capacity to conceive, or its success as a show or breeding animal.**
- **Cryptorchid Exception (Males Only):** The only exception to the No Breeding Guarantee is that if the puppy is male, the Seller guarantees that the dog is not cryptorchid (has two descended testicles) upon veterinary examination. If the male puppy is diagnosed as cryptorchid within the mandatory three (3) business days of purchase, this shall constitute a valid claim under the Life-Threatening Condition clause in Section II.A.
- **Health Responsibility:** The Buyer assumes all responsibility for health testing (e.g., OFA,

eyes, genetics) and associated costs required for breeding.

IV. Vaccination Acknowledgment and Public Area Warning

- **Incomplete Vaccination Series:** The Buyer acknowledges that the puppy has not received its complete series of core vaccinations (e.g., Parvo/Distemper). The Buyer understands that the vaccines the puppy has received are not sufficient to protect them from disease without a completed series.
- **Public Area Restriction:** The Buyer is strongly advised not to take the puppy to public areas (such as dog parks, rest stops, or on the ground in high-traffic areas) until the puppy has completed its entire initial vaccination series, as determined by a licensed veterinarian.
- **Assumption of Risk:** The Buyer assumes all responsibility and risk for exposure to infectious diseases if this warning is not followed, and such exposure will not constitute a valid claim under the Seller's warranty.

V. Jurisdiction and Acknowledgment

- **Jurisdiction:** This document, including the warranty, shall be interpreted and litigated in accordance with the laws and statutes of the state of **Tennessee**.
- **Venue:** The venue for any litigation concerning this warranty shall be **Washington County, Tennessee**.

Buyer Information

Buyer Name (Please Print): __

Address: __

Phone Number: __

Email: __

Buyer Acknowledgment: I have read, understand, and agree to the terms in this document, including the warranty provisions and the Breeding Rights Provisions.

Buyer Signature: __

Seller Signature: __

Date: __

Date: __