

BAILEY ENGLISH CREME CONTRACT/GUARANTEE

BUYER AGREES AND ACKNOWLEDGES:

1. To have puppy examined within 72 hours of purchase by a licensed and reputable* veterinarian to validate this guarantee. If the puppy is returned due to illness, a letter from the veterinarian is required.
2. The puppy is not being purchased for resale and will never be sold to a pet shop, puppy mill or agent of same. We maintain first right of refusal if puppy must be rehomed.
3. Buyer is not to register the puppy under any other Pet Registry, other than American Kennel Club. (AKC). We sell limited registration only. The animal is never to be used for breeding purposes.
4. To provide all annual vet exams, to continue all required vaccine shots as recommended by their vet and proper vet care. It is important the puppy has all puppy shots, and yearly boosters. Failure to comply with and provide documentation of these requirements voids all guarantees.
5. To provide adequate housing away from the elements. Buyer will have a fenced yard or kennel if the dog will be housed outside. Dog will NEVER be left on a chain. The Buyer will groom, train, and care for this dog in the manner consistent with high quality animal husbandry.
6. The value of the pet for the purpose of this guarantee is solely the original purchase price of the pet, and does not include any additional prices declared by the Buyer, such as, but not limited to value of show dog or shipping fees.
7. That the Buyer will use the prefix BAILEY ENGLISH CREME at the beginning of the dog's registered name.
8. Time is of the essence. This agreement shall be governed by the laws of the State of Michigan. If for any reason litigation should occur, the venue shall lie in Menominee County, Michigan. Breeder will not be responsible for any costs associated with this process.
9. Failure to comply strictly with all of the foregoing requirements will result in termination and revocation of this Guarantee in the discretion of the Breeder. Further limitations are set forth below.

LIMITATIONS OF GUARANTEE:

This guarantee is non-transferable and not subject to assignment. This guarantee is an exclusive guarantee between Breeder and Buyer. The puppy must be in good physical condition. No replacement will be given if dog has been bred. A licensed, reputable veterinarian must do all laboratory verifications. The Buyer is responsible for all transportation costs to and from the Breeder. The breeder is not responsible for any and all veterinarian expenses accumulated on a returned or replaced dog or puppy. Breeder's sole expense and thus the limit on Buyer's damages shall be the price paid by Buyer to Breeder for the puppy.

THE FOLLOWING 1-7 WILL VOID ALL GUARANTEES IN THE DISCRETION OF THE BREEDER:

Buyer permitting the dog to be underfed or overfed at any time.

Underfed: Ribs are highly visible

Ideal Body Condition: Can feel outline of ribs. Dog has waist when viewed from above. Belly is tucked when viewed from the side.

Overfed: Dog has no waist when viewed from above. Belly is rounded when viewed from the side. (Please take into consideration how thick of coat your dog has when viewing)

Evidence of neglect or abuse.

Previous related trauma (broken bones, related injuries, etc.)

Dog has been bred.

Feeding this dog anything other than a premium quality dog food.

Feeding this dog any dog food with wheat, corn, soy, or by-products.

Evidence of Strenuous Exercise – for example: No treadmill, no jogging, no extensive standing on back of legs or excessive tennis ball chasing and retrieving should be done – especially on slippery floors.

AS A SUFFICIENT INDUCEMENT TO BREEDER AND IN EXCHANGE FOR THE PROMISES OF BUYER, BREEDER AGREES AND ACKNOWLEDGES:

1. Breeder guarantees that puppy has had proper care to date and has been checked by a veterinarian. Puppy has received its first shots and wormed. Shot records will be furnished at time of purchase. If puppy is being shipped a copy of the shots & worm records will be with puppy. If within 72 hours of receiving the puppy and he/she is examined by a reputable* veterinarian and the health of the puppy is found to be at risk due to a congenital defect (existing at birth), owner shall notify breeder and provide a written statement from a licensed veterinarian describing puppy's condition and shall return, at Buyer's expense, the puppy and papers to the breeder within three days of the examination. Breeder will replace puppy or refund money at Breeder's sole election and discretion, provided puppy is in the same condition mentally and physically as when originally purchased. This does not include worms, fleas, mites, cocci, giardia, or any other parasites as they are common in dogs and puppies.
2. Breeder is not responsible if puppy contracts a communicable disease after leaving breeder's possession.
3. Breeder guarantees puppy against any congenital defect causing death of or making necessary euthanasia until one year of age.
4. Breeder offers two year hip guarantee on any puppy found to have moderate or severely affected hip dysplasia. For the purpose of this provision, the puppy must have a new x-ray by reputable veterinarian to confirm the diagnosis and it must be documented by an official OFA preliminary consultation.
5. Upon receipt of a letter to Breeder from a reputable veterinarian stating that in his/her opinion this condition is congenital, puppy will be replaced by a puppy of equal value at Breeder's convenience. We reserve the right to have a second opinion from our veterinarian. We also reserve the right to acquire a DNA sample from the puppy to determine the dog or puppy as one of our lineages.

To be covered by this guarantee, the following conditions are applicable and are preconditions:

Puppy must be owned by original owner named in this agreement.

In the case of sudden death of puppy, breeder must receive a written notice of puppy's death from owner's vet, along with a necropsy report indicating cause of death.

6. Breeder does not guarantee color, size, championship or temperament of any puppy.
*For purposes of this Agreement, a reputable veterinarian is one who is duly licensed by the state in which he practices and maintains an active, full-time private practice of which the care of dogs owned as pets is the most significant element of his practice.

We hope the Buyer will enjoy your puppy for years to come. We have taken steps to ensure that your new puppy is healthy by feeding a premium puppy food and vitamins. Buyer's puppy has been raised on Science Diet Large Breed Puppy Food. Buyers can buy it at most Pet Stores and Veterinary Clinics.

Buyer's puppy has also been given NuVet Plus tablet daily. NuVet Plus tablets must be given to puppy daily during the first two years to maintain hip guarantee.

Breeder will send Buyer a sample of Science Diet Large Breed Puppy Food, if Breeder ships the puppy to Buyer or will provide one if Buyer picks up the puppy directly from Breeder and 3 NuVet Plus tablets.

Buyer Acknowledges and affirms that Breeder has recommended, for the benefit of the puppy, Science Diet Large Breed Puppy Food, and NuVet Plus vitamins; however, the use of these products is merely a recommendation from Breeder, not a guarantee of their effectiveness or efficiency.

NuVet Tabs can be purchased online at: www.nuvet.com NuVet order Code: _____

Purchase Price: _____

Down Payment: _____

Mari & Les Negro, Breeders
W5131 No. 41 Rd Hermansville, MI 49847
906-498-7639
cell: 906-869-6336

Buyer Printed Name and Address

_____ email

Phone _____

_____ Buyer Signature

_____ Date

Seller Signature