

This contract is entered into this day of _____, between Spencer and Chrissy Hergert (Hergert Family Farm) hereinafter called "breeder" and _____ hereinafter called "purchaser".

Seller information:

Name: Spencer and Chrissy Hergert
Address:
City/State/Zip: Lingle, WY 82223
Cellular Phone Number: 307-575-8668
Email: HergertFamilyFarm@gmail.com

Buyer's information:

Name:
Address:
City/State/Zip:
Phone number:

Puppy information:

Puppy AKC#:
Limited/Full Registration:
DOB:
Male or Female:
Color/markings:
Microchip ID#:
Sire: AKC#:
Dam: AKC#:
Price paid:
Date of sale/transfer:

PUPPY GUARANTEE

HEALTH: BREEDER guarantees to the best of their knowledge the puppy is in good health at time of sale. BREEDER will provide appropriate vaccinations, worming and health care until BUYER takes possession of pup at 8-weeks of age. All health records for the pup will be provided to the BUYER at the time BUYER takes possession of the puppy. BREEDER is not responsible for what happens to the puppy once the BUYER has possession of puppy. The BREEDER does not guarantee against communicable diseases such as parvo, coccidia, giardia, distemper, rabies, etc. Caution must be exercised until the puppy has received all vaccinations against communicable diseases and should not be exposed to environments that could put the puppy at risk. The BUYER agrees to take the puppy to a licensed Veterinarian within 5 working-days of purchase for evaluation. Should it be determined that the puppy is suffering from a serious life-threatening hereditary condition clearly attributable to the BREEDER, BUYER must notify the BREEDER and provide a statement of diagnosis from a veterinarian. The BREEDER does not warrant against eyes, hearing, etc. This guarantee is for life threatening illnesses from a genetic defect only. Our Guarantee covers existing severe/terminal genetic conditions, and does not cover mild/moderate, nor any large breed cosmetic issues such as entropion and dental.

CONGENITAL DEFECTS: The BREEDER guarantees the puppy against any existing severe/terminal cases of Cystinuria, severe/terminal heart defect, and severe vision loss due to cataracts, until the age of 12-months. In the event the dog is diagnosed with a severe/terminal congenital heart defect, Cystinuria defect within 12-months, the BUYER must notify the BREEDER and provide a statement of diagnosis from a veterinarian at BUYER's expense. Statement must describe the defect of genetic origin and condition. A replacement puppy only, will be provided according to the "Conditions of Replacement" listed below; no refund in cash/money will be given. Our Guarantee covers existing severe/terminal genetic conditions, and does not cover mild/moderate, nor any large breed cosmetic issues such as entropion and dental.

Initials of Purchaser _____

Initials of Breeder _____

DYSPLASIA: The BREEDER guarantees the puppy against severe life-threatening hip dysplasia until 12-months of age. As dysplasia is caused by a combination of genetic, nutritional, and environmental factors, it is not possible to guarantee against any dysplasia. If a dog has been evaluated at 12 months of age or less and diagnosed with severe hip dysplasia, the dog must be re-evaluated at the age of 24 months at which time an official OFA certification must be obtained. If hip dysplasia is diagnosed prior to the age of 12 months, this diagnosis must be reported prior to the puppy's first birthday and documented by a veterinarian complete with x-rays and an OFA rating of severe. If OFA gives a rating of severe at 24 months, a replacement puppy will only will be provided according to the "Conditions of Replacement" listed below; no refund in cash/money will be given. The guarantee against genetic dysplasia does not include any condition of which the puppy has suffered injury, infection, abuse, trauma, or poor care/nutritional issues. Dog must be maintained at a proper weight, defined as easily palpable ribs. While no large breed (regardless of bloodline) is without risk, we have carefully built our breeding program from selective health-tested bloodlines to ensure healthy offspring.

CONDITIONS OF REPLACEMENT: In addition to the veterinarian's statements listed above, replacement conditions are as follows:

- 1.) The dog must not have whelped or sired a litter after placement with the BUYER.
- 2.) The original BUYER must own the dog. Full veterinary health history of puppy will be provided to BREEDER, available through Certified mail, within 7-days of claim. BUYER will also provide open communication between BREEDER and BUYER's vet as well.
- 3.) The replacement puppy will be of approximate equal quality in terms of conformation (but not limited to color.) Under no circumstances will cash/money be refunded. Replacement puppy will take the place of original said puppy with condition.
- 4.) All shipping costs on the replacement puppy are borne by the BUYER. Shipping costs may include, but are not limited to, Veterinary Health Certificates and vaccinations required for interstate travel, crate purchase, and actual shipping costs.
- 5.) The final decision to replace a puppy and the timing of such a replacement is at the discretion of the BREEDER. By not abiding by all conditions in this contract, BUYER agrees this contract is null/void with no further actions pursued.

CONDITIONS OF SALE:

Our puppies are checked by our Veterinarian and have been deemed healthy at the time of sale, with a written current Veterinary Litter Health Exam provided to BUYER. The BUYER agrees to take the puppy to a licensed Veterinarian within 5 working-days of purchase for evaluation. No replacement/refund will be given for a dog that has suffered abuse or neglect. The BREEDER is committed to raising sound, healthy, loving Newfoundland's.

BUYER shall assume full responsibility for the health of the dog. BUYER agrees to maintain the dog in good health at all times with exercise appropriate for this breed, food & water, current vaccinations & worming, shelter, and all other needs the dog may require for a healthy environment. BUYER is responsible for any expenses incurred with the purchase of said Newfoundland, including but not limited to shipping costs, veterinary fees, food & supplies, etc... Newfoundland's less than 2 years of age must not be using stairs or other vigorous activities that could damage growing joints. Health Guarantee is not transferable, and to apply, said Newfoundland must be owned by the original BUYER listed in this contract. Health Guarantee applies to said purchased Newfoundland puppy only.

Replacement puppies will be given as soon as possible. If Hergert Family Farm does not have puppies at this time, BUYER will agree to wait until the next available litter (for replacement of an alike-puppy) as replacement puppy. Once a replacement is selected, BUYER will be responsible for transportation of the replacement puppy. If BUYER chooses not to follow these conditions of replacement herein, BUYER forfeits his/her contract with Hergert Family Farm (including our Health and Genetic Guarantee, which will become void/invalid) and any/all further claim or transaction between BUYER and BREEDER will no longer be valid.

If the BREEDER is selling this puppy as a pet on an AKC Limited Registration, AKC Limited Registration may participate in obedience trials, tracking tests, agility competitions, water trials and drafting tests but may not be shown in Breed competition. If BREEDER is selling this puppy with full breeding rights and AKC Full Registration, Full Registration may compete in all AKC events. It is agreed and understood that any and all costs and expenses

Initials of Purchaser _____

Initials of Breeder _____

necessary to implement or perform any term, covenant or condition of this contract shall be borne solely by the BUYER. The BUYER agrees that any willful failure to adhere to this contract will result in the release of the BREEDER from any and all guarantees and any further obligation under this agreement.

BREEDER will not be responsible for refunding shipping or transportation expenses. We, the BREEDER, are not responsible for any veterinarian bills acquired by the BUYER.

The breeder makes no guarantees, expressed or implied, under this contract except as stated above.

This guarantee must be signed at the time of purchase and both parties receive a copy of this document. By signing below both parties, BREEDER and PURCHASER, have agreed to this Health Guarantee and understand the terms and conditions of the contract.

[Breeders Signature] [Date]

[Purchasers Signature] [Date]



Sample Contract

Initials of Purchaser _____

Initials of Breeder _____