**Rocky Desert’s 1 year Health Guarantee (2 years for hips)**

**Blackfoot, Idaho**

**208-680-3685**

**rockydesertgoldensandcavaliers@gmail.com**

**HOLDING FEE/DEPOSIT**: All holding fees/deposits are non-refundable, but can be transferred to another available puppy of buyer's choice. If said puppy dies or is found to have a physical defect making it unfit for adoption, prior to being transferred to buyer, the holding fee will either be refunded or transferred to another puppy of equal or lesser value (determined by seller) unless Buyer prefers to pay the difference for a more valuable puppy. Refunds will only be made immediately after determining original puppy unfit; if buyer chooses to transfer funds no refund will be made.  Buyer may transfer to another puppy in the same litter or a puppy in the next available litter of the same breed as long as puppy initially reserved is under 6 weeks old.  The holding fee is credited toward the adoption price. Puppies are ready to go home at 8 weeks old (unless another date has been agreed upon). If seller is asked to hold puppy beyond 8 weeks, seller will charge a $10/day holding fee and any additional medical expenses (worming medication, vet appointments, vaccinations, etc.) will be required to be paid by buyer when puppy is picked up.

**Buyers Responsibilities:**

Your puppy will be given vaccinations that were delivered in a cold pack then immediately placed in a refrigerator for storage until administered per manufacturer's instructions. The coordinating label is placed on your puppy’s health record at time of vaccination. All vaccinations are NOT created equal. Therefore, you or your veterinarian may find a different schedule was used according to our manufacturer's guidelines. All our puppies have completed all the age appropriate vaccinations at time of delivery. It is buyer's responsibility to **set up an ongoing vaccination schedule with their vet**. Seller is not responsible for any illness the Buyer's puppy or previous pets may acquire from each other or other animals they may come in contact with while in Buyer's care.

**An OFA Hip X-ray must be taken between the ages of 24-25 months**. If hips are found to be dysplastic owner must contact seller before puppy reaches 26 months old. If this dog is found to show clinical signs of lameness and is then assessed by the OFA to be dysplastic (moderate and severe), a replacement puppy will be made for the same or less value of puppy (unless Buyer prefers to pay the difference for a more valuable puppy), at the Seller’s convenience. However, Buyer must return the original puppy along with a copy of the OFA assessment, the dog’s original AKC registration papers, immunization papers and all other original material given with puppy. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis, as well as the return shipping and shipping of the replacement puppy.

**HEALTH & NUTRITION**: Buyer agrees to keep the dog in good physical condition with regularly scheduled vaccinations, wormings, flea, tick and heartworm prevention and to provide proper shelter, exercise, fresh water and dog food. Buyer agrees to **maintain the puppy on Life's Abundance holistic dog food exclusively,** purchased from the link at the bottom of this contract without lapse to ensure proper health, growth, and the overall well-being of the puppy. We feel very strongly about keeping your puppy as healthy as possible and we feel that providing a premium, holistic dog food is imperative to your dog’s nutritional health and long-life because so many dogs and cats are acquiring serious life-threatening health risks through poor diet and vitamin deficiency. We believe that these products provide the optimum nutritional benefits ensuring good health and longevity for the dog.

**GUARANTEES:** Seller will make every effort to ensure that puppy is healthy at time of transfer. We will not allow your puppy to leave until we are sure the puppy is ready for the trip to your home, has passed a licensed veterinary health exam, is free from any illness, and is eating well on its own. Your puppy MUST be examined by a licensed veterinarian within 72 hours of arrival to your home to validate this guarantee.  Should your veterinarian find your puppy to be unfit for sale at this initial examination, it will be replaced with another puppy, provided original puppy is returned with a written statement from your veterinarian stating the nature of their findings. The replacement puppy will either be from the same litter, if available, or from the next litter of same breed.  Buyer must notify seller of veterinarian findings that could result in a replacement puppy within one week of purchase.   If said findings are countered and proved untrue by our veterinarian buyer can either except original puppy back at own cost or relinquish all claims to said puppy or any other puppy from Rocky Desert. It is the buyer's responsibility to return said puppy along with all papers and package content. Buyer will be responsible for all shipping on return and replacement puppies. **THE SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES THE BUYER HAS INCURRED.**

If Buyer complies with all of the terms contained within this agreement, then Seller warrants the health of the puppy for the **first year** of life against genetic hereditary life-threatening genetic defects involving the heart, liver and kidneys and for the first 2 years of life for hips. Life threatening is defined as "a genetic abnormality/disorder that will eventually cause the early death of the dog with life expectancy of less than 5 years either by the progression of the disease or by recommended euthanasia unless extensive medical care and surgery are performed beyond the cost of said puppy. Guarantee is for the first year of life only (with the exception of hips), and all claims must be submitted before puppy's first birthday. Seller also warrants this dog will be clear (or only one of the 2 genes is mutant) from Progressive Retinal Atrophy (PRA) and be free against congenital hip dysplasia for the first 2 years of life (see above paragraph for more details on what is covered). If during this time frame, a replacement puppy is deemed necessary due to an identified genetic life-threatening defect, the replacement will be made for the same or less value of puppy, unless Buyer prefers to pay the difference for a more valuable puppy. However, Buyer must return the original puppy along with all registration papers, immunization papers, microchip registration papers, etc. In the unlikely event that a death occurs, a necropsy must be performed by a licensed veterinarian and a copy of the report forwarded to Seller for review by Seller's veterinarian before determining if a replacement is to be made. If our veterinarian concurs that the puppy did indeed pass away due a genetic defect, we will replace your puppy as soon as one is available. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement puppy. If the puppy becomes ill and the owner has the puppy euthanized without our prior consent, no replacement will be made. If the Buyer declines the replacement puppy, then Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims, obligations or duty on this agreement. Seller reserves the right to charge the current asking price for the same breed of puppy even if that is higher than what the buyer originally paid. Again, **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

This guarantee **does NOT** cover any costs associated with spaying or neutering, nor does it cover injury or death from any routine surgical procedure. Seller does not guarantee against the puppy having 1 or 2 copies of the genes CDDY-IVDD or CDPA as 85-90% of all small breeds carry this. We will also not be held responsible for any parentage testing done by the buyer. Our dogs are all AKC registered and purebreds (with the exception of our F1 doodles) to the best of our knowledge. Further, this guarantee does not cover any of the following conditions or minor flaws: coccidiosis, giardia, hypoglycemia, kennel cough, pneumonia, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non-life-threatening eye, skin, or tissue issues, allergies, over or under bites, umbilical or inguinal herniations, a non-life-threatening open fontanel, non-life-threatening bone or joint disorders such as but not limited to luxating patellas and heart murmurs that are not life threatening. Seller cannot guarantee your puppy against any illness or opportunistic parasite brought on by stress of moving (to Buyer's home), shipping, or motion sickness brought on by being transported. This stress can result in illnesses or opportunistic parasites such as: giardia, hypoglycemia (low sugar shock), coccidia (dormant in most live animals), kennel cough, etc... Seller does not guarantee puppy to be free of worms as this is an ongoing process. All puppies are treated regularly according to our veterinarian's guidelines and worming will become the Buyer's responsibility once puppy is in their care. These are easily and economically treated and should they occur **SELLER SHALL NOT BE RESPONSIBLE FOR** **MEDICAL EXPENSES OR OTHER COSTS THE BUYER HAS INCURRED.**

Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any puppy. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any puppy. In addition, Seller cannot guarantee that declaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws.

**FIRST RIGHT OF REFUSAL**: Buyer agrees that the puppy will never be sold, leased or given to any pet shop, animal shelter, rescue, research laboratory or other similar facility. In the event Buyer decides they can no longer care for the dog, wishes to sell, transfer ownership, give the puppy/dog away, the Buyer agrees to notify Seller immediately and Seller is to be given the "FIRST RIGHT" of refusal. If Seller exercises this right, ownership shall be legally transferred to Seller and once Seller has found an appropriate home for the dog, half of what it is resold for will be returned to Buyer. All registration papers, immunization papers, microchip registration papers, etc. must be returned with the puppy and cost of shipping shall be at Buyer's expense.

**MISCELLANEOUS:** Both parties agree that they will not disparage or denigrate each other orally, electronically, or in writing. Should Buyer make online derogatory claims. Buyer agrees to pay all fees to have negative remarks and claims removed from the world wide web. Buyer shall also be responsible for any costs should Seller need to enforce removal, including necessary attorney fees, court costs, and fees to the online company to remove the complaint. Any pictures taken by the Seller are of a professional quality and shall not be altered by the Buyer. Buyer also does not have permission to use these photos to sell puppy to a third party. For safety purposes we are no longer allowing buyers to come to our home to meet/pick-up their puppy. All meetings will be in a public place.

**\*\*Seller has the right at any time to stop breeding activities. In this case, no replacement puppies will be given and this contract is null and void, no cash refunds will be given for any reason**.

THIS DOCUMENT IS A LEGALLY-BINDING DOCUMENT. ANY COURT COSTS OR ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY THE BUYER IN THE STATE OF IDAHO AND THE LAWS OF THE STATE OF IDAHO COUNTY OF BINGHAM, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRETATION OF THIS CONTRACT.

 THIS GUARANTEE APPLIES TO THE ORIGINAL BUYER ONLY, AND IS NOT TRANSFERABLE. THERE ARE NO OTHER GUARANTEES EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

This agreement is made to protect both purchaser and seller.  We will do all we can to insure you receive a healthy happy puppy.

I, the Buyer of a puppy from Rocky Desert, hereby acknowledge that I have received a copy of this contract and acknowledge by signing below, that I have read, understand and agree to the terms of this contract in its entirety.

\***Sellers Signature**:                                     \***Date:** .

\***Printed;**  Brin Turpin      .

\***Buyers Printed Name**:                                                                                                                    .

\***Buyers Signature**:                                                           **Date:**.

**\*Phone number(s)**:                                                       \***Email**:                                                            .

**\*Address (City/State):**

**ORDER DOG FOOD HERE**: lifesabundance.com/healthychoicerockydesert

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| --- | --- |
| **Breed:** | **Full AKC:** |
| **Sire:** | **Male or Female** |
| **Dam:** | **Pick-up location** |
| **Birth Date:** | **Final Price:** |