**Franny Cockapoo’s Contract and Health Guarantee**

Puppy I.D. #

Breed:

Male or Female

Buyer’s Name:

Email:

Phone #

DOB

1. Franny Cockapoo’s, Tom and Elyssa Niehaus, shall hereinafter be referred to as the “seller”. The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the “Buyer”.
2. The Buyer may wait to have the puppy examined by a licensed Veterinarian until the puppy is due for their 12-week vaccine. If an emergency were to arise, don’t hesitate to get your puppy to your vet immediately. A copy of the exam/ vet report then must be sent to the seller by email or postal mail within a week of that said visit.
3. In the unlikely event of the death of the puppy within two years from birth due to genetics, the breeder shall replace the pet with another of equivalent value at no cost to the Buyer with the earliest possible available puppy of the sellers choosing. All conditions set forth in paragraph 11 apply.
4. If the Buyer declines the replacement puppy, the 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.
5. All pets are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.
6. The seller is responsible for supplying the registration papers. Registration papers for all registered puppies will be sent by mail. Any cost to obtain new or renewal registration papers are the sole responsibility of the Buyer. If the papers are lost, the Seller will assist the Buyer in obtaining new papers at the Buyer’s expense.
7. The Seller makes every effort to provide accurate and up-to-date information on the website regarding the puppies they sell. This information includes, but not limited to, breed, gender, color, date of birth, weight and registrations.
8. In the event of any litigation in connection with this contract, both the Seller and Buyer shall each be responsible for their own attorney’s fees and costs. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Jackson County, Michigan. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.
9. A non-refundable Deposit of $200 must be made via PayPal or cash to hold your puppy. This deposit will go towards the total price and deducted from the final bill, which must be paid within 7 days PRIOR of pickup, if paying via PayPal. You may complete your purchase via PayPal or cash. No personal checks can be accepted.
10. The buyer is purchasing the dog themselves. The conditions and guarantee within this contract are non-transferable.
11. The Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/tenant, marital or adjustment problems, etc.

**Limitations of Two-year guarantee**

1. The Seller defines a “two-year guarantee” period, herein referred to as the puppy’s date of birth. The dog must be in good physical condition. In the unlikely event said puppy is found to have a congenital of genetic defect that is life-threatening, a statement from 2 different licensed DVM’s (Doctor of Veterinary Medicine) of buyer’s choosing confirming such an event and case is required before any action will be taken by the Seller. Seller reserves the right to a third option of the Seller’s choosing to determine the congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy may be kept or returned to the Seller at the Buyer’s expense. All shipping costs are paid by the Buyer. No replacement will be given if the female has been bred. All laboratory verification must be done by a licensed DVM. No replacement will be given if the breeds that are known to be prone to hip dysplasia are overweight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide a puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any veterinary costs. The Buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian and understands that he/she will be responsible for all payment. This guarantee does not cover any of the following conditions: intestinal parasite (Coccidiosis, Giardia, Skin Mites, Mange (sarcoptic, demodectic, or cheyletiella). Cherry eye, Allergies, Herniarins, (Ingunial, Perineal, or Diaphragmatic) Heart Murmur grades I, II, or III, Patella Luxation grades I, II, III. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including un-descended testes. All dogs must not be over exercised during their growth period. Over exercising is as follow: running with the dog or jumping the dog before it’s joints are mature enough to handle it. All or the above-mentioned conditions must be met or guarantees above will be void. Temperament issues are not covered under this guarantee as they can be caused by lack of training, discipline, or proper dog socialization. The owner is responsible for all transportation cost to and from the Seller. If within two years from the date of purchase from Seller, a dog is found and certified by two duly licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, the Seller is notified within two business days of the Veterinarian determination, the Seller will provide a replacement puppy of equivalent value. The Seller is not responsible for any Veterinarian fees, shipping costs or any other associated costs. Seller does not guarantee against low-blood sugar (Hypoglycemia), or any other non-life-threatening illness common to puppies.
2. Seller sells pets for companion purposes only. Franny Cockapoo’s reserves the right to refuse sale to anyone that we don’t feel is a right fit for our puppy.
3. This agreement represents the total agreement between the Seller and the Buyer and no other terms or conditions shall be valid to this sale. The Buyer has read this agreement and agrees to the terms and conditions herein.

I, the purchaser of a puppy from Franny Cockapoo’s, hereby acknowledge that I have read, understand and agree to the terms of this document. Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between Franny Cockapoo’s, Tom and Elyssa Niehaus, and the Buyer and no other terms or conditions shall be valid to this sale.

Buyer’s Signature



Seller’s Signature



Date of Sale