

Hummingbird Hill Farm

6040 Coble Church Road
Liberty, NC 27298

www.hummingbirdhill.net

336/685-0593

PURCHASE AGREEMENT/HEALTH WARRANTY

On this day the ____ of _____ 2011, the following agreement has been entered into between the following persons: Pam Allen, Hummingbird Hill Farm, hereafter referred to as seller and the following person, hereafter referred to as buyer.

Buyer Contact Info: _____ (Name)

_____ (Address)

_____ (Phone number)

_____ (Email)

The Seller hereby sells to the Buyer a male/female, Poodle/G.Doodle, whelped on _____, 2011, and referred to by the name of _____.

The consideration of this sale shall be the total sum of \$____.00, plus terms and consideration hereinafter set forth. All applicable terms and conditions will apply.

The Seller accepts a **non-refundable** deposit via the form of cash, money order, check, or PayPal (Add 3%) of \$200.00 (along with signed contract) toward the purchase of the identified puppy. The balance of \$____.00 will be due upon receipt of the puppy by the buyer. Puppy will need to be picked up by buyer by 9 weeks of age and/or shipping arrangements made or deposit will be forfeited unless prior arrangements have been made. Board beyond this time period is charged at \$25 month.

Shipping: Shipping & Handling expenses will be the responsibility of the Buyer. Shipping is anticipated to be no greater than \$____.00. It is understood that this amount could vary due to increases imposed by airlines. Purchaser is responsible for the cost of the shipping crate and FDA Veterinary Certificate. Shipping cost must be received before the puppy is shipped.

TERMS AND CONDITIONS: Warranty and 24 Month Health Guarantee

1. At the time of delivery, the Breeder guarantees your puppy is in good health, and has received age appropriate vaccinations as well as deworming. Purchaser will be provided with all health records of puppy while puppy was in the care of Breeder.

2. At the time of delivery, Purchaser must take the puppy to a licensed veterinarian for an initial health exam within 5 days. If puppy is purchased on a weekend, the 5 day period will begin on the 1st Monday after purchase. At this initial visit, if puppy is found to have a serious health condition, the Seller must be notified and the puppy must be returned immediately at the Buyer's expense, if a full refund is requested. This health guarantee becomes null and void if Purchaser has not taken the puppy into a licensed veterinarian within 5 days of purchasing puppy. This health guarantee becomes null and void if Buyer decides to keep puppy after it is found to have a serious health condition at the initial vet examination. (Note For Poodles: No warranty for bite will be considered until the permanent dentition has fully erupted).

3. If the Purchaser's veterinarian identifies a chronic or serious health problem with the puppy within 24 months of the date of purchase, proof of medical exam and diagnosis by the veterinarian must be presented to Breeder in order for a 50% refund of the purchase price to be given. Breeder reserves the right to have a second opinion by a veterinarian of Breeder's choice, at Breeder's expense. If puppy should die or be euthanized due to a suspected congenital defect, an autopsy/necropsy must be performed at the purchaser's expense. This health guarantee becomes null and void when the Purchaser accepts a 50% refund. Seller has 90 days from the date of confirmed diagnosis to distribute refund.

(_____) **Buyer has read and understands this statement (Please initial)**

4. It is the Purchaser's responsibility to provide due care, and not expose unprotected puppy whose vaccines have not yet fully taken effect to contagious situations. The Seller is not responsible for any contagious diseases the puppy may contract once it has left our care. This guarantee will not cover, including but not limited to: Parasites, internal or external, Coccidioid, Guardia, Leptosporosis, Parvovirus, Kennel Cough, Distemper, Rabies and Corona. Seller makes no guarantee regarding loss of the dog due to accidental death, theft, sickness, etc., or any other loss beyond the Seller's control.

5. The seller guarantees the puppy for 2 years (from purchase) against hip dysplasia providing the dog is not 20% over-weight; or exposed to intensive exercise. Reasonable precautions have been taken to prevent this puppy from acquiring hereditary defects of the hips, eyes and heart. Should said puppy be diagnosed by a board certified specialist as being affected a hereditary defect, and verified by another board certified licensed specialist upon the sellers discretion, the Sellers reimburse 50% of the purchase price within 90 days of seller's verification of condition.

6. Puppies can on occasion have allergic reactions to vaccinations. Health issues that are the result of vaccinations including: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures that occur following an administered vaccine will not be covered under the genetic portion of this warranty. Leptosporosis vaccine has a known history of causing allergic reactions that can sometimes trigger auto-immune reactions in puppies. This contract becomes void if Leptosporosis vaccine is given before 1 year of age. Buyer also agrees to not have the rabies vaccine administered at the same time as any other vaccine, but to allow at minimum three weeks from the last vaccine date before having rabies vaccine administered to dog. With this said, the seller will not be liable in any manner for illness or injury that occurs or may be triggered by a vaccine of any nature. **We highly recommend that this be discussed with your veterinarian before giving any vaccines.**

(_____) **Buyer has read and understands this statement (Please initial)**

Buyer also agrees:

1. The puppy will be given proper medical care including, but not limited to vaccinations and annual boosters, regular deworming, heart worm preventative, adequate and proper shade/housing in a fenced yard or kennel, and puppy will not be "tied out".
2. This puppy will never be surrendered to any humane society, animal rescue group or animal shelter. Buyer will contact seller to offer puppy back to seller, at no charge, should buyer become unable to properly care for said puppy.
3. This contract is non-transferable and becomes null and void if the dog is sold.

Other Considerations:

It is impossible to accurately determine the exact adult size, coat color and /or type of coat of any puppy sold. Therefore we do not give any size, color or type of coat guarantee. Size, coat color, and type of your puppy / dogs coats is estimated based on bloodline, age, bone structure, size of the puppy, and our experience with how the puppies have matured in the past.

We do our very best to have healthy, happy, well socialized puppies. We hope you will continue this as you feed quality dog food, keep current with shots and deworming, place him/her on heartworm preventative and most of all enjoy your puppy/dog and let him/her enjoy the time being with you. Should you the buyer have any questions about your puppy as he/she grows (ages), we will always be available to answer your questions.

Buyer: _____ Date _____

Seller: _____ Date _____

Yes / No > I give my permission for Hummingbird Hill Farm to give out my email address to perspective buyers as a reference.

How did you hear about **Hummingbird Hill Farm** ??

- ___ Internet Search Engine
- ___ Referral by _____
- ___ Classified Ad in _____
- ___ Other _____

PLEASE MAKE CHECKS PAYABLE TO: Pam Allen