

VORDEROSA

RETRIEVERS_{LLC}

PUPPY HEALTH CONTRACT

SECTION 1: IDENTIFICATION

I. Definitions

(A) For purposes of this Puppy Health Contract, the following definitions apply:

- (1) "Animal" means a puppy or dog
- (2) "Breeder" and "Seller" mean Vorderosa Retrievers, LLC
- (3) "Health problem" means any disease, illness, or congenital or hereditary condition which would impair the health or function of the animal that is apparent at the Time of Sale
- (4) "Veterinarian" means a licensed veterinarian in the state of Minnesota.

II. Identification of Buyer and Breeder

(A) This Puppy Health Contract is entered into between the Buyer,

Buyer's Name:

Street Address:

City:

State:

Zip:

(B) and the Breeder, which is also the Seller,

Breeder's Name: Vorderosa Retrievers, LLC

City: New York Mills

State: MN

Zip: 56567

II. Identification of Puppy

Puppy Breed:

Female Male

DOB:

Microchip #:

Color:

Dam's Name & Registration #:

Dam's Litter #:

Sire's Name & Registration #:

SECTION 2: HEALTH

I. Veterinarian Records

(A) The Puppy has received its first set of vaccinations, been wormed, and has had a complete veterinarian examination.

(B) The vaccination records will be provided at time of pick up.

(C) **Examined By:**

Veterinarian Check:

II. Responsibility of the Buyer

(A) Buyer will see a veterinarian regularly to avoid common treatable conditions the puppy/dog may have in its lifetime.

(a) Common problems in puppies include: coccidia, giardia, worms, ticks, fleas, mites, mange, or any other parasites found in dogs.

(b) Overweight dogs can develop many serious health issues such as; but not limited to: diabetes, heart problems, joint problems, kidney disease, arthritis, cancer, liver problems, breathing difficulties, respiratory disease, high blood pressure, and a shorter life span.

(B) Buyer will not allow puppy to participate in forced exercise until approximately 15 months of age.

(1) Forced exercise is anything beyond what the puppy would do when playing with other puppies of the same age.

- (a) Such activities of forced exercise are, but not limited to: prolonged running or jogging, bicycling, or skating with a leashed dog; excessive fetching; fast-paced, long walks; jumping from furniture or vehicles; running fences with adult dogs; and practicing agility obstacles at competition heights.
- (b) Irreversible damage to the animal may result with complications that last a lifetime. Such disorders are, but not limited to: bone disorders, fractures, joint damage, and/or arthritis.
- (C) Buyer will spay or neuter the puppy/dog after 15 months of age.
- (D) Buyer will not maltreat or neglect the animal.

III. Rights of the Buyer

- (A) If within **ten (10) days** of receipt of the puppy, your puppy develops a health problem which may have existed at the time you picked up your puppy, the Buyer will immediately notify the Seller via email at **info@vorderosaretrievers.com**, no later than **two (2) business days** of the diagnosis by the veterinarian of the health problem.
- (B) The Buyer will provide the Seller with the name and telephone number of the veterinarian and a copy of the veterinarian's report on the puppy. In the event of a health problem, which existed at the time of delivery to the Buyer, the Seller shall provide the Buyer with one of the following remedies selected by the Buyer:
 - (1) Return the puppy and registration papers to the Seller, at the Buyer's expense, within **three (3) days** of the examination. The Buyer will transfer ownership back to the Seller. Buyer will receive a refund of the full purchase price of the puppy.
 - (a) Any expenses incurred on any returned puppy is the responsibility of the Buyer.
 - (2) Exchange the animal of the Buyer's choice from the next available litter of equivalent value, providing a replacement is available. The Buyer will return the puppy and registration papers to the Seller, at the Buyer's expense within **three (3) days** of a veterinarian examination. The Buyer will transfer ownership back to the Seller.
 - (a) Any expenses incurred on a replacement puppy are the responsibility of the Buyer.
 - (3) Or retain the animal, and receive reimbursement for reasonable veterinary fees, provided such reimbursements do not exceed the original purchase price of the animal.
 - (a) The price of veterinary service shall be deemed reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the price of the service is comparable to that of similar service rendered by other veterinarians in proximity to the treating veterinarian.
 - (b) All reimbursable veterinary fees must be approved by the Seller prior to treatment.
 - (c) Reimbursements will not exceed the original purchase price of the puppy. A copy of the veterinarian's bills must be sent to the Seller.
 - (d) We reserve the right to ask for a second opinion from a veterinarian if circumstances are questionable.
 - (e) This refund, replacement, or reimbursement does not include, but not limited to: indigestion of foreign objects, ingestion of dangerous plants and chemicals, or physical injury contracted or incurred following Buyer's receipt of puppy.

IV. Rights of the Seller

- (A) No refund, replacement, or reimbursement of veterinary fees shall be required if any one or more of the following conditions exist:
 - (1) The health problem or death resulted from maltreatment, neglect, or a disease contracted while in the possession of the Buyer, or from an injury sustained subsequent to receipt of the animal by the Buyer.
 - (a) Common problems in puppies include: coccidia, giardia, worms, ticks, fleas, mites, mange, or any other parasites found in dogs.
 - (b) Forced exercise is anything beyond what the puppy would do when playing with other puppies of the same age.
 - (1) Irreversible damage to the animal may result with complications that last a lifetime. Such disorders are, but not limited to: bone disorders, fractures, joint damage, and/or arthritis.
 - (c) Obesity in adult dogs. Overweight dogs can develop many serious health issues such as:, but not limited to: diabetes, heart problems, joint problems, kidney disease, arthritis, cancer, liver problems, breathing difficulties, respiratory disease, high blood pressure, and a shorter life span.
 - (2) A veterinarian's statement was provided to the Seller, which disclosed the health problem for which the

Buyer seeks to return the animal.

(3) The Buyer fails to carry out recommended treatment prescribed by the examining veterinarian.

V. Congenital Defect

(A) Seller offers a one year guarantee on any puppy found to have a congenital defect, abnormality existing at birth. If within one year after receipt of the puppy the veterinarian diagnosis of a congenital defect, the Buyer will notify the Seller within **two (2) business days** of the diagnosis by the veterinarian of the congenital defect.

(B) The Buyer will provide the Seller with the name and telephone number of the veterinarian and a copy of the veterinarian's report on the puppy. In the event of a health problem, which existed at the time of delivery to the Buyer, the Seller shall provide the Buyer with one of the following two remedies selected by the Buyer:

(1) Return the puppy and registration papers to the Seller, at the Buyer's expense, within **three (3) days** of the examination. The Buyer will transfer ownership back to the Seller. Buyer will receive a refund of the full purchase price of the puppy.

(a) Any expenses incurred on any returned puppy is the responsibility of the Buyer.

(2) Exchange the animal of the Buyer's choice from the next available litter of equivalent value, providing a replacement is available. The Buyer will return the puppy and registration papers to the Seller, at the Buyer's expense within **three (3) days** of a veterinarian examination. The Buyer will transfer ownership back to the Seller.

(a) Any expenses incurred on a replacement puppy are the responsibility of the Buyer.

(C) There are NO reimbursements of veterinary treatments or surgeries concerning congenital defects.

VI. Environmental Circumstances

(A) There are NO returns, exchanges, reimbursements for elbow and hip dysplasia from environmentally induced problems such as, but not limited to: poor nutrition, overweight, trauma, injury from jumping or falling, forced exercise, mistreatment, accidents, and early spaying/neutering in the puppy's life.

(1) Many environmental factors can determine the development of the joints, besides genetics.

SECTION 3: ADDITIONAL TERMS

A. Temperament & Injuries

(A) The Seller has no control regarding the future temperament, habits and appearance of the dog, development of allergies, trauma or injuries to the puppy and hence does not warrant such.

B. Unable to Care for Animal

(A) If at anytime in the future you cannot care for your Vorderosa puppy/dog, the Seller will take the puppy/dog back to be placed in a new home. The Seller will help you place your animal, as the Seller has an ongoing Retired Dog Adoption List for people desiring older puppies and dogs.

(1) There will be no refunds.

(2) The Buyer will return the animal to the Seller or new puppy/dog owner.

(3) The Buyer will provide any AKC registration papers for the transfer of ownership to the new puppy/dog owner.

(4) Vorderosa Retrievers never wants their puppies and dogs ending up in animal shelters.

C. Disclaim Warranty

(A) The parents of this puppy have been cleared for hip/elbow problems prior to breeding. This does NOT in any way mean the puppy will be free of these problems.

(B) Seller disclaims any and all representations and warranties, oral or written, except as expressly stated herein.

BUYER

TERMS: I have read, understand, and agree to the terms of this Puppy Health Contract as stated on Pages 1-3.

BUYER

DATE

MN LAW: I have received the copy of MN State Law "Sales of Dogs and Cats."

BUYER

DATE

LIMITED REGISTRATION: This puppy is sold with Limited AKC Registration (Non-Breeding Rights) and will NOT to be used for breeding purposes. I agree to have this puppy spayed or neutered after 15 months of age.

BUYER

DATE

SELLER

HEALTH: The puppy has been checked by a veterinarian and appears to be in good health and free from obvious health issues.

YES

The puppy has been checked by a veterinarian and has:
The puppy has no other known health problems or obvious health issues.

SELLER

DATE

MN LAW: Our Health Contract is in compliance with MN State Law 325F.791 "Sales of Dogs and Cats" of which a copy has been provided to the Buyer.

SELLER

DATE