

CADILLAC KENNEL, LLC. CONTRACT AND SALES AGREEMENT

Name of Purchaser:

Address: City State:

Zip: Phone

Email

Puppy's Name Breed Date of Birth

Gender: Male Female Purchase Price: Airfare Needed \$325.00

NOTE TO PURCHASE of GOOD FAITH: All canines have the potential for genetic or congenital disease. Unfortunately, due to the nature of some diseases, they cannot always be eliminated. It is the job of the Breeder, through selective breeding, to try and minimize (not eliminate) these conditions -- in good faith. Please read, to your full understanding, the following sections of this contract concerning any contagious or hereditary defects.

Cadillac Kennel, LLC. shall hereinafter be referred to as the "Breeder". The original purchasing party, and solely the original purchasing party shall hereinafter be referred to as the "Purchaser". **Purchaser must initial each section if in agreement.**

Puppies are sold with a 10 day money back guarantee against death caused by Parvo or Distemper, this guarantee starts on the day of arrival to Purchaser. The Purchaser must have the puppy examined by a licensed veterinarian within 4 days of receipt of the puppy. A copy of the examination results must be sent to the Breeder by email or fax within 4 days of receipt of the puppy, failure to provide examination results will render this guarantee void. Breeder will not accept any examination(s) performed or diagnosis given by/from any Banfield Veterinary Clinic.

This guarantee does not cover any of the following treatable conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Whipworms). This guarantee does not cover Kennel Cough, Pneumonia, Ear or Skin Mites, Mange (Demodectic, Sarcoptic or Cheyletiella), Cherry Eye, Allergies (food or atopic), Herniations (Inguinal, Perineal or Diaphragmatic), Stenotic Nares, Collapsed Trachea, Entropion, Elongated Soft Palate, Undescended Testes, Luxated Patellas grade 1, Heart Murmur grade 1). This guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. Breeder does not guarantee against low-blood sugar (Hypoglycemia) or any other non-life threatening illnesses common to puppies.

The Purchaser is responsible for the daily health care and maintenance of the puppy, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the guarantee to remain in effect Purchaser must keep receipts and records to verify that they have regularly taken the puppy to a licensed veterinarian for checkups and all required immunizations. If Purchaser does not follow through with immunization requirements and regularly scheduled veterinarian visits all guarantees will be void.

The puppy must be kept in good physical condition. If said puppy is found to have a life threatening genetic defect (before it's first birthday), a statement from a licensed veterinarian of Purchaser's choosing confirming such an event and cause is required before any action will be taken by the Breeder. Breeder reserves the right to request a second opinion by a veterinarian of Breeder's choosing to determine the genetic defect. This guarantee does not cover any veterinarian costs. The Purchaser is aware that owning a puppy means frequent visits to a veterinarian and understands that he/she will be responsible for all payments.

In the unlikely event of the death of the puppy within one (1) year from its birth due to genetics, the Breeder shall replace the puppy with another puppy of equivalent value at no cost to the Purchaser within 120 days. All registration paperwork must be returned to the Breeder before replacement puppy is sent. If the Purchaser declines the replacement puppy, then the Breeder and Purchaser shall be under no further obligation and it will be deemed that the Purchaser has released the Breeder from any and all further claims.

This guarantee is forfeited by Purchaser if the puppy is fed a high protein - low carb diet which causes liver enzyme increases and kidney problems. This guarantee is also forfeited if the puppy is fed a raw or homemade diet, puppy must be fed an age appropriate premium brand puppy food.

Limited Registration: This puppy is being sold with Limited Registration only. It is understood by the Purchaser that this puppy will have the proper registration papers; however, the puppy will not have breeding rights. Therefore, this puppy will not be authorized to register any of its offspring unless agreed upon in writing and certified by the Breeder. It is understood that the puppy you are purchasing is intended as a pet only and is not for breeding or resale. Only with the express written permission of the Breeder shall the Purchaser have the right to breed this puppy and only after adequate consideration is agreed upon between the Breeder and the Purchaser.

This puppy is being sold as a pet only; no guarantee is made as to the disposition, conformation, temperament, size, weight, color, markings or breeding ability of the puppy. No guarantee is made as to the speed with which the puppy will house train or train in any other capacity. No guarantee is made for any other traits that may develop as the puppy grows up. Guarantee is null and void if the puppy is used for breeding.

A \$500 deposit holds your puppy until it is 8 weeks of age. If a deposit has been made, the final payment will be due 3 days prior to shipping or upon pickup if not shipped. Full payment for the puppy must be made by the time the puppy is 8 weeks old. If not received on time the deposit is retained by the Breeder and the puppy will be re-listed. The Breeder will not accept any return of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant issues, marital or adjustment problems, etc. If the Purchaser must return the puppy for any reason it will be on a surrender basis only with no refund.

The Breeder makes all transportation arrangements. Sometimes travel arrangements are delayed due to temperature restrictions, weather, logistics, mechanical failure or other unforeseen events. The Breeder shall not be liable directly or indirectly for any delays which may cause inconvenience or financial loss, nor shall the delay be cause for cancellation. The Breeder will collect all shipping fees from the Purchaser at the time of purchase if the Purchaser requests the puppy to be transported either by ground or air. All liabilities/guarantees are released from the Breeder once the transport company takes possession of the puppy. All liabilities/guarantees are solely between the transport company/airlines and the Buyer, releasing all liabilities from the Breeder until the Purchaser takes possession of the puppy. Shipping costs are non-refundable.

The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy and does not include shipping costs, health certificate, crate, medical bills or any additional prices declared by the Purchaser.

In the event of any litigation in connection with this contract, both the Breeder and the Purchaser shall assume responsibility 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 Ozark County, Missouri. If the Breeder prevails in litigation the total awarded value shall not exceed the value of the original purchase price.

This is the total agreement between Cadillac Kennel, LLC and the Purchaser and no other terms or conditions shall be valid to this sale. The Purchaser acknowledges that he or she has read, understands and agrees to the terms of this document. This written agreement is a binding contract entered into in the State of Missouri, County of Ozark, according to and by Missouri Health Guarantee and Purchase Contract.

I, , the Purchaser of said puppy, hereby acknowledge that I have received a copy of this document as well as described herein pertaining to my puppy's health inspection signed by a veterinarian. Further, I accept the terms and conditions of the guarantee for 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.

Purchaser Signature: Date:

This guarantee is null and void if the Purchaser fails to sign and return this contract prior to the puppies departure.

Cadillac Kennel, LLC
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