

# *Fairy Tail Shih Tzu*

## **Contract/Health Guarantee**

The following Contract/Health Guarantee is between the seller, Fairy Tail Shih Tzu and the buyer(s), \_\_\_\_\_.

Breed: Shih Tzu DOB: \_\_\_\_\_ Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Sex: \_\_\_\_\_ Color / Markings: \_\_\_\_\_

This puppy to the best of my knowledge is free from communicable disease at the time of purchase. This Contract is non-transferable. If the buyer(s) do not adhere to **all** of the requirements in this contract, then the guarantee will be considered null & void.

### **Terms of the Contract/Guarantee:**

Buyer(s) must take the puppy to a licensed veterinarian of his/her choice for examination within (2) two normal business days from the date of delivery/pick up. If at this time the veterinarian finds anything seriously wrong with this puppy, he/she shall be returned along with a written statement signed by a licensed veterinarian on the findings and any AKC registration documentation, to the seller for a replacement puppy of equal dollar value. As long as the buyer(s) keep all the terms of this contract, Fairy Tail Shih Tzu guarantees this puppy against life threatening congenital defects for one year from the date of birth. **All guarantees will become null & void after this puppy/dog is bred at any age.**

This guarantee covers this puppy until one year of age against life threatening congenital defects which adversely affect the health of the puppy as diagnosed by a licensed veterinarian. Should a life threatening congenital defect be diagnosed by a veterinarian as precluding the puppy from living an otherwise normal & healthy life as a pet quality or breeding quality Shih Tzu as marked below, the seller will be notified in writing with a signed statement/letter by the licensed veterinarian that clearly diagnoses the issue as a life threatening congenital defect within 48 hours of diagnosis. The buyer will return this puppy for a replacement with another puppy of the seller's choice of equal dollar value from the next available litter. Seller reserves the right to a possible waiting time of one year to make this replacement, as puppies are not available at all times. AKC papers, if issued, must be returned with the puppy, along with all documentation and veterinarian reports. If death occurs before one year of age, an autopsy shall be performed at the buyers expense to determine the exact cause of death. The results and official veterinarian reports, shall be sent to the Seller prior to any replacements. Only if the reason is congenital, seller will replace the puppy. This guarantee does not include hernias, open fontanels, or pinched nostrils that are common in the breed.

All fees associated with shipping for the sale or replacement are the sole responsibility of the buyer(s). Seller agrees to vaccinate and worm each puppy prior to leaving the seller's home, and records will be given to buyer(s) to take to the buyers Veterinarian. Seller does not assume any charges or fees for veterinarian care, diagnosis, or treatment at any time from when the puppy leaves the seller's possession. Buyer(s) agrees to provide vet care for preventive and medical care as per their veterinarians advise. The guarantee will not cover neglect or improper care by the buyer(s)! Seller makes no guarantees on the adult size or color of any dog. All sizes & colors stated are estimates only. This puppy must remain in the care & home of the contractual buyer(s) only. If for any reason the buyer(s) are unable to keep or care for this puppy at any time during it's life, buyer(s) agree to surrender the puppy to the seller with all the registration documents and medical records, etc. **Buyer(s) agrees not to sell or give the puppy away to anyone else under any circumstance!** No monies will be refunded at any time for any reason.

# Fairy Tail Shih Tzu

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A Non-refundable deposit of \$\_\_\_\_\_ has been paid on \_\_\_\_\_ toward the total purchase price of \$\_\_\_\_\_ with full or limited registration as defined by AKC (American Kennel Club). Shipping is an additional \$300.00. Total Purchase price and shipping must be received within (5) five business days from the time notification is given from the seller that the puppy is ready for delivery/pick up. Failure to meet this deadline will result in forfeiture of all deposits and monies received prior and the puppy will be placed back up for adoption. All monies are non-refundable.

**\_\_ Pet Quality** (Limited AKC registration): This puppy is sold as a non-breeding pet only. Buyer(s) agrees to spay/neuter said puppy by six months of age. Limited AKC papers will be sent to the buyer after proof of spay/neuter is received by the seller. Buyer(s) agrees to not breed this puppy at any time of it's life. Buyers initials\_\_\_\_\_.

**\_\_ Breeding Quality** (Full AKC Registration): This puppy/dog can be bred. Seller does not guarantee the fertility of any breeding quality dog. All fees associated with breeding this puppy/dog are the sole responsibility of the buyer(s). Buyer(s) agree not to breed this puppy until an appropriate breeding age as recommended from a licensed vet. Buyers initials\_\_\_\_\_.

Any disputes will be litigated in Weber county, Utah. The buyer will be responsible for any and all fees incurred (attorney, court costs, filing, travel, etc.) **I (we) hereby acknowledge to have received a copy of this document. Further, I (we) have read, understands and agrees to the terms of this Contract/Guarantee as set forth by the seller.**

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Buyer's Name	Address	City	State	Zip
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Phone #	Email Address	Buyer(s) Signature	Date
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Calley

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Seller's Name	Address	City	State	Zip
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801-452-1494	<a href="mailto:fairytail@q.com">fairytail@q.com</a>		
Phone #	Email Address	Seller's Signature	Date

Total Purchase Price Paid on    /    /2010 Sellers initials\_\_\_\_\_.