

# Unique Bernese

## Receipt and Puppy Agreement

Buyer's Name:

Address:

Phone:

Email:

-AND -

Seller's Name:

Address:

Phone:

Email:

UPON PAYMENT of the sum of \$ \_\_\_\_\_ paid by Buyer to Seller, receipt of which will hereby be acknowledged, Seller grants, sells, conveys, and transfers ownership of the following dog/puppy

Name of Dog:

Breed:

Color:

Date of Birth:

Sex:

Sire Name:

Dam Name:

### Deposit, Payment of Purchase Price, and Fees:

Buyer has paid \$ \_\_\_\_\_ via \_\_\_\_\_ on \_\_\_\_\_. Balance of \$ \_\_\_\_\_ to be paid on or prior to pick-up of selected puppy.

All deposits are nonrefundable.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the dog/puppy if:

(A) Buyer fails to complete the purchase of the dog/puppy for any reason, or

(B) Buyer fails to pay the balance of the purchase price upon or prior to pick-up of the puppy.

In either event, Seller shall be free to sell the dog/puppy to another party.

In the event that the dog/puppy is not available due to sickness, death, or any other circumstance owing to the fault of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

#### **Transfer of Ownership and Registration:**

1. Upon payment in full of the purchase price, Seller shall promptly take all actions required to officially transfer ownership of the dog/puppy to Buyer.
2. This dog/puppy is being sold as:

Pet companion with Limited AKC Registration

Potential show/breeding with Full AKC Registration. See ADDITIONAL TERMS FULL REGISTRATION below.

#### **Additional Terms IF Purchasing with Full Registration/Breeding Rights:**

1. Dog/puppy is being sold with potential to breed. While we do our best to help select a puppy that is suitable, this does not guarantee a puppy will be breedable as an adult.

2. Buyer agrees to the following as a minimum for health-testing before breeding. Buyer understands OFA hips must be certified at least Fair. OFA elbow – normal and DM negative or carrier with no symptoms (the latter requires breeding to another berner that is negative so puppies will not have the disease).

1. OFA hips
2. OFA elbows
3. DM - Degenerative Myelopathy, both exons
4. Von Willibrand

3. Buyer agrees not to breed a female before 18 months and a male before 12 months.

4. Buyer agrees to only breed to a health-tested male/female **Bernese Mountain Dog** with a suitable show pedigree. Seller can help with the selection process, if needed.

### **Health Guarantee:**

Buyer understands that while seller makes every attempt to breed healthy puppies, including breeding health-tested parents that are of the breed standard, puppies are living beings that can develop health related issues at any point throughout their lives.

Seller guarantees that the said dog/puppy will be healthy when ownership is transferred to the Buyer.

The fore listed puppy/dog is guaranteed until one year of age against fatal and life altering congenital diseases which adversely affects the health of the animal. This includes severe hip dysplasia, which hampers the dog's movement and natural gait and which requires surgery to correct, kidney, heart, pancreas, spine, and liver problems of a severe, life threatening or altering nature. If the dog dies within this one year time frame, the buyer must pay to have the animal autopsied by a board certified veterinarian to determine the reason. If the reason is found to be congenital, the Seller will replace the puppy. All puppies covered under this guarantee are for replacements only. We do not issue refunds.

1. The Seller will not be responsible for any medical expenses incurred. The Buyer is aware that owning a puppy/dog means providing trips to the veterinarian and understands he/she will be responsible for all payments.
2. As of the date of delivery, the puppy has received the proper vaccinations and dewormings, if needed. The Buyer has been informed of this and of future vaccinations and dewormings due.

A puppy/dog veterinarian confirmed, in writing, with any serious genetic or congenital defect will be replaced as follows:

1. The animal must exhibit the defect by one year of age. The Seller must be notified of the problem within two business days of the licensed veterinarian's determination and the Seller will provide a replacement puppy/dog of equivalent value.
2. A puppy/dog with a defect must be returned or euthanized with the prior permission of the seller to qualify for a replacement puppy/dog.
3. No refund, in full or in part, will be given under any circumstances.
  1. A returned puppy/dog must be returned to the seller in good condition, other than the specified problem, at the buyer's expense. The owner will then qualify for a replacement puppy/dog.

- II. The Buyer is responsible for transportation costs to and from the Seller for the replacement puppy.
- III. This guarantee applies to the original puppy/dog only and is nontransferable to a second party.
- IV. No Replacement puppy will be given if the puppy has been bred, or euthanized without the seller's permission.
- V. The replacement puppy will be one mutually agreed upon by both parties and will be of comparable quality. It is understood that the replacement puppy may not be from the exact same parents of the original puppy.
- VI. There are certain disorders that may be caused by environmental factors, for example: allergies, thyroid dysfunction, demodectic mange, and other autoimmune disorders that are not covered by this guarantee.
- VII. Any physical problems which are or could be the result of injury are not covered under this guarantee.
- VIII. Parvovirus, Coronavirus, Kennel Cough, intestinal worms, Giardiasis (Giardia), and Coccidiosis (Coccidia) are not covered by this guarantee. These are not considered genetic defects as they are primarily environmental.

#### **Buyer Responsibilities:**

1. Dogs are healthier when spayed or neutered as this reduces the risk of several forms of cancers and infections which can be life-threatening. Therefore, Buyer agrees to spay or neuter said puppy at an age recommended by their veterinarian, unless agreed otherwise with seller.
2. Seller will not be responsible for any veterinarian bills or fees concerning this dog.
3. The buyer must provide the puppy/dog with routine preventive care such as, but not limited to:
  - I. Annual physical examinations by a licensed veterinarian
  - II. Annual vaccinations and deworming as recommended by veterinarian
  - III. Veterinarian recommended Heartworm preventative
  - IV. Appropriate flea and tick prevention for geographic area
4. This dog is not sold on a trial basis, please be committed for the life of this dog. In the event that the Buyer is unable to care for, or give the said dog/puppy a proper home at any time and needs to re-home the dog/puppy; they will notify the Seller. The Seller will either:
  - a. Help Buyer find a proper home for the dog/puppy
  - b. Accept the dog/puppy back into Seller's possession at no cost to Seller.

**NO REFUNDS OR EXCHANGES WILL BE GIVEN.**

#### **Shipping/Delivery:**

Puppy will be picked up at breeders home or delivered as agreed upon on (TBD), at approximately 8 weeks of age. Puppies not picked up by 9 weeks of age will require a \$10 a day boarding charge to cover food, care, etc. unless previously agreed upon.

**Additional Terms:**

Seller is only guaranteeing the above puppy as a healthy companion. There is no guarantee or warranty that the Buyer will be able to show or breed the puppy regardless of show or breeding potential exhibited as a puppy and regardless of AKC registration.

The parties accept and agree to be bound by the Terms and Conditions governing the purchase and sale of the dog/puppy.

Signature of Buyer:

Date:

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Signature of Seller:

Date:

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