

VAN HAITSMSA FARM

TERMS AND CONDITIONS WHICH CONSTITUTE PART OF THE BILL OF SALE/SALE CONTRACT FOR DOG

Deposit, Payment of Purchase Price, Fees

Buyer has paid a deposit of \$ _____ with payment of the balance of \$ _____ due prior to release of the Dog to Buyer. The expected delivery date is _____ or such date as the parties may mutually agree.

Payment of the balance may be made by cash, Venmo, or CashApp.

Buyer acknowledges and agrees that Buyer will forfeit deposit and any rights to the Dog if:
a) Buyer fails to complete the purchase of the Dog for any reason, or
b) Buyer fails to pay the balance of the Purchase Price within _____ days of the agreed delivery date.

In the event the dog isn't available due to sickness, death, or any other circumstance on part of Seller, Buyer's deposit will, at Buyer's option, be either (i) refunded or (ii) transferred to the next litter of puppies.

A boarding fee of \$15 per day will be charged for each day the Dog is boarded by Seller past original agreed upon delivery date.

Seller guarantees the Dog shall be free of congenital defects or any hereditary condition, which is life threatening to the Dog for the period of one (1) year from date of purchase. If within one (1) year of date of purchase from Seller, the Dog is found and certified by two (2) duly licensed doctors of veterinary medicine (DVM) of Buyer's choosing to have a congenital or hereditary condition which is life threatening to the Dog, and if Seller is notified within five (5) business days of the veterinarian's determination, Seller will provide Buyer with a replacement puppy of equivalent value. All laboratory verification must be done by a licensed DVM and must include puppy's microchip # on each report.

We guarantee against hip dysplasia with moderate or severe rating by the Orthopedic Foundation for Animals (OFA) up to one year. You MUST have official written documentation from the OFA of a dysplasia rate of moderate or severe, before a replacement puppy would be an option. We will NOT honor a written statement or exam from your licensed veterinarian. The dysplasia must be documented through the OFA. If a replacement puppy is not desired, a 50% refund of price of Dog only (not including delivery/shipping) will be given for a moderate dysplasia rating and a 75% refund of the price of Dog only (not including delivery/shipping) will be given for a severe rating.

Please initial _____

The Dog is in good health, and free of communicable diseases at the time of this sale and Seller has conducted a veterinarian health check prior to delivery of the Dog and has followed vaccination and deworming protocols as outlined by Seller's veterinarian. Notwithstanding any statutory, ordinance or legal provisions to the contrary, Buyer has three (3) business days (72 hours) from delivery date to have the Dog examined by a licensed veterinarian at Buyer's sole cost.

A. If Dog fails the health exam, Buyer must notify Seller within five (5) business days of the exam by providing written evidence from the veterinarian that conducted the examination clearly describing the condition and including the dog's microchip # on all reports and correspondence. Under this circumstance, Buyer's sole option is to return the Dog to the Seller and it will be exchanged for Dog of equal value from available puppies or from the next available litter. Seller will not accept any returns of Dog and give Buyer monetary refund for any reason, *no exceptions*.

Failure by Buyer to have the Dog examined within the three (3) business days (72 hours) period will nullify this health warranty.

B. In the unlikely event of the death of the Dog in the first three (3) business days (72 hours) following delivery, and Buyer seeks an exchange for a different Dog as provided herein, a necropsy report prepared and signed by a licensed veterinarian stating the cause of death was due to a defect covered by this guarantee is required to be delivered to Seller within five (5) business days of death.

The Dog was bred as a companion animal, and Seller does not provide any warranty as to the Dog's fitness for any specific or particular purpose, including but not limited to obedience trails, show ring, performance, and/or breeding purposes. Temperament issues are not covered by any health guarantee set forth in this Agreement or otherwise, as they can be caused by a number of factors outside the control of the Seller, including without limitation lack of training, discipline, neglect, abuse, or proper socialization.

Indemnity and Release

If any act, omission or failure to act on the part of the Buyer shall result in any claim or suit for any kind of loss, damage, injury, death, or liability against Seller, Buyer agrees to hold harmless and full indemnify, defend Seller against any and all claims. In addition, Buyer shall take financial responsibility and pay all Seller's costs and expenses, including reasonable legal fees, for any amount paid in settlement and/or for any award or judgement with respect hereto. Buyer releases Seller from any and all liability, costs or damages caused by the Dog after placement with Buyer, including but not limited to damage to or destruction of property, and/or injury, illness or damage to any person.

In the event of any litigation in connection with this contract, the venue and jurisdiction for litigation shall lie exclusively in Stone County, Missouri. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price of the Dog. This guarantee is non-transferrable and no other warranties are expressed or implied.

Please initial _____

Buyer Contact Information

Printed name & signature: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____

Delivery type: _____ Customer Pickup at the Farm _____ Seller delivery to Airport

 _____ Other (explain) _____

Dog Information:

Call Name & Parents: _____

D.O.B. _____ Microchip # _____

Price: \$ _____ + Delivery Fee: \$ _____ = Total paid \$ _____ Sex: M / F

Please Initial _____