**Heartland Ranch Kennel’s Puppy Contract**

This agreement is made this day of **,**  , and is between the breeder (seller) and the buyer named below:

Breeder (seller): D’Lynn RobertsTidwell @ Heartland Ranch Kennels Bell Buckle, TN 37020

Buyer:

The buyer agrees to obtain from the seller a dog breed.

**AKC Yorkshire Terrier *OR* AKC Bernese Mountain Dog**

 Sex: Color: \_\_ \_\_\_ \_

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sire**: **Dam**:

This Breed comes from our home in Bell Buckle, TN. This dog is sold as a pet. Pet quality simply refers to the dog being sold as a pet and companion animal only.

**Terms**

 This dog is not being sold under co-ownership terms. Payment in full must be made prior to you taking ownership or shipping of the dog.

We dislike the legal stuff as much as you do, but we want to help you understand the terms of your purchase in the light of our business. Please remember, regardless of the fine print below, do not hesitate to contact us if you encounter any problems with your precious new family member. Unless you have demonstrated notable negligence in caring for your new pet or we have reason to believe a customer is trying to take advantage of us in some foul dealings, we are usually happy to reach beyond the lines of this contract to help where we can or deem feasible, whether financially or otherwise. We love our dogs and we care about yours.

**Health Guarantee**

The seller certifies that upon receipt, the dog is in good health and has been immunized and wormed according to the accompanying health record of said Breed. This dog has the following conditions now

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The buyer agrees to have the puppy examined by your veterinarian at your expense within 3 days from the date of possession. If the veterinarian does not give the dog a clean bill of health, buyer must notify the seller immediately. Seller reserves the right to have the dog reexamined by a veterinarian of our choice at our expense. Any condition that is minor, correctable, or a breed related minor condition is not covered and any condition which will go away as the puppy gets older is not covered. We will not accept responsibility for any harm that comes to the dog once in your possession such as accidents, electrocution, heat related conditions or any other stress or injury related actions.

 **HEALTH:** The Breeder guarantees to the Buyer, that for a period of puppy reaching \_\_\_\_\_\_\_ year(s) of age, the puppy will be in good physical health and free from any life threatening - genetic or congenital disorders, except that the Seller does not guarantee the puppy is free from worms. This puppy was wormed a minimum of two (2) two times on the dates shown in the health records.

The puppy has received at least one set of puppy vaccinations at 8 weeks of age. The vaccination date is also shown in the health records. The seller assumes no responsibility with respects to this puppy after leaving the seller’s premises: medical expenses, mortality, landlord’s disapproval, allergy to animals, disagreement of family, or for any other reason, not excluded elsewhere in this agreement.

This guarantee does not cover - internal or external parasites of any kind, such as fleas, mites, ticks, ringworm, giardia, coccidia (as both are proven to lie dormant and are brought on by external conditions such as stress, etc.) New owner agrees to get regular fecal exams done on puppy to avoid high levels of infestation.  Also, not covered are hernias of any kind, any tracheal problems, open fonts, kennel cough, reverse sneezing, loose stools, mites, immunity level, ear infections, undescended testicles, off bite (any dental problems), any injuries incurred after the puppy left the breeders' care, allergies, bordetella, heat exhaustion, and travel induced conditions. Also, not covered are luxating patella’s or collapsing trachea as these conditions can be and are most likely related to injury to the puppy.

The guarantee against transmissible diseases such as parvovirus, for example, is valid for a period of 7 days starting on the day of delivery, since the normal incubation period for transmissible diseases is 5 to 7 days. For example; if first signs of diseases, such as, parvovirus were to show on a puppy 12 or 15 days from delivery, the puppy could not have carried the disease from the breeder's premises and incubated it for that long before showing signs of the disease. Breeder is not responsible for any puppy death due to hypoglycemia, dehydration, internal or external parasites/bacteria/viruses or any other illness that could have been prevented by the new owner.

**Buyer Responsibility**

The client has been made aware that tiny puppies can over-stress very easily. **PLEASE BE AWARE THAT HEALTH PROBLEMS CAUSED BY STRESS, CAN BE FATAL!** ALWAYS let your puppy settle in for several days before taking it on outings!!! I cannot emphasize the importance of this strongly enough! It will be tempting because you will want to show your new puppy off. However, if you have the best interest of your puppy at heart, you will refrain from doing this for the first week or so.

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If your puppy should show any signs of illness, within the first 4 months it is in your possession,

**CONTACT ME IMMEDIATELY!!** Failure to do so will void this guarantee!!! I require that I be contacted, by phone, prior to taking your puppy to the vet for any health issues (other than the initial 72-hour vet visit). It does not matter what time of day or night. I am available 24/7. (In the unlikely event that you are unable to reach me, at least I will have record that you attempted to call.) A few minutes can mean the difference between life and death when dealing with very small puppies.

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The two most common health issues that your puppy could develop, after coming home with you, are Hypoglycemia and Coccidiosis. With Hypoglycemia – especially with small Yorkies - (low blood sugar), keep a close look out for excessive lethargy. If hypoglycemic, the puppy will start acting depressed. You may notice your puppy unwilling to get up or he may be very unsteady on his feet. With more progressed hypoglycemia, he may even be unable to stand.**I require that the new owner purchase "Nutra-Stat" or “Nutra-Cal” (made by Tomlyn) for Yorkie puppies** before you take possession of the puppy. (Can be purchased at ***Animal City Pet Store*** in Murfreesboro, TN) This is to have on hand in case your puppy should show signs of Hypoglycemia. The best way to avoid hypoglycemia is to make certain that your puppy is getting enough to eat. Should you suspect your puppy is becoming hypoglycemic, I require that you **CALL ME IMMEDIATELY!**

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With Coccidiosis, you will need to keep a close eye on your puppy's stools. Watch especially for a jelly-like consistency or blood in the stool. Coccidia are intestinal parasites that are commonly present in the intestines of dogs and puppies. When a young puppy is under stress (ie. as in traveling to a new home), the coccidia begin to multiply rapidly and the puppy will become symptomatic. Coccidiosis is life threatening to a tiny, young puppy, if it not treated promptly. Coccidiosis is easily treated with a medication called "Albon". It is inexpensive, tastes good and is easily purchased from your vet.

If the puppy is diagnosed with a life threatening - genetic or congenital - health disorder, I will require an official report from your veterinarian. An autopsy may be required to determine the exact cause of death, at the buyer’s expense. I will not be held responsible for any veterinary expenses incurred for this puppy at any time. Should a life-threatening congenital disorder be diagnosed, a replacement puppy of equal value will be offered. We have the option to request the return of the puppy before any replacement is given. If this is deemed so, the puppy must be returned to us with registration papers within 1 week at the owner’s expense. Written veterinarian reports by (two) 2 non-associated veterinarians are required. Replacement puppy will be subject to availability. We do not refund money and we are not responsible for vet bills or any other expenses acquired by the buyer.

The buyer agrees to take excellent care of this puppy, feed a good quality dog/puppy food, house properly, and maintain up to date on vaccinations and maintain good dental care including professional teeth cleanings if necessary. If the puppy if found to be neglected, abused or allowed to live in poor health or conditions, the Seller has all rights for repossession of this dog with no refund to Buyer. The death, injury or loss of said dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke or accident will not entitle the Buyer to any compensation from the Seller.

The buyer agrees to feed the puppy a high-quality puppy/dog food. All dog foods are **NOT** the same and it makes a big difference in the overall health and longevity of your puppy. I strongly recommend that you refrain from feeding your puppy table scraps. I feed my puppies a combination of high quality dog foods. You will receive a small bag with the purchase of your puppy. Please have the same food on hand when your puppy goes home. Changing the puppy’s food all at once can be life threatening. Also, be aware that chocolate, raisins, grapes and onions are highly toxic and can kill a small dog. Your puppy should never be given ***any*** type of rawhide.

**General Provisions**

This dog is warranted only for the purpose of being a companion animal, not for any other purpose or reasons. No warranty is given to the Buyer for any special purpose or function of this dog. This dog is not to be used in any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm, or any other mass-producing operation. This puppy was born to be well loved and enjoyed.

In the event the Buyer can no longer keep this dog for any reason, the Buyer agrees to offer to the seller the first chance to take this dog back. In the event of a re-sale, the Buyer must notify the Seller with the new name and address of the new owner. Buyer also agrees not to sell this dog to any retail company or establishment.

Any changes to this contract must be in writing and signed by both parties.

This contract is legal even if it is not notarized and may be enforced by legal means at the Buyers expense. Any disputes must be settled in Bedford County in the State of **Tennessee**.

This is the entire agreement (4 pages) between the parties and is valid and agreed to by all parties. All parties have read and understood and agreed to this contract in full by signing.

**Seller/Breeder:** \_\_\_D’Lynn Roberts Tidwell\_\_\_\_\_\_

Heartland Ranch Kennels Bell Buckle, TN 37020

931-273-5085 Cell 931-389-0919 Home

PLEASE DO NOT HESITATE TO CALL ME IF YOU SHOULD HAVE ANY QUESTIONS OR CONCERNS. I will be happy to help in any way I can.

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**I understand and agree to the above terms.**

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 Seller -D’Lynn Roberts Tidwell                         Name of Buyer and phone number

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Date                                                Signature of Buyer