

DMH Danes

Purchase Agreement / Puppy Health Guarantee

This dog is being purchased with (check one):

1. Limited Registration 2. Full Registration 3. Altered pet

- No Cash refund except as stated under "Puppy Health Guarantee."
- Under no circumstances, will this dog be sold, leased, or given away to any pet shop, research laboratory, or similar facility. Violating this will make this warranty null and void.
- Purchaser agrees to alter the animal, if it is purchased as an altered pet (spay/neuter).
- Seller provides a Health Certificate from a licensed veterinarian assuring good health of the dog.
- Seller guarantees the dog to be free from disease and/or hereditary deformity.
- If the dog is found to be abused, neglected, or mistreated, this warranty will be null and void.
- The purchaser will provide the dog with proper nutrition, vet care, vaccines, and human companionship. Any significant health conditions during dog's first year will be reported to the seller.
- Purchaser agrees to provide the dog with a clean, pleasant environment conducive to good health and with adequate space for exercise. This dog will remain uncaged, except during illness, for bathroom training time, or for safety of the dog, or it's offspring.
- Seller provides registration papers when applicable.
- All legal matters shall be handled in Johnson County, City of Warrensburg, MO 64093

Puppy Health Guarantee

- The purchaser has 48 hours from the time of purchase to have the puppy examined by a veterinarian.

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- This dog is guaranteed to be of sound health upon arrival. It is guaranteed for a period of 48 hours from the purchase date (arrival date) IF checked by a veterinarian within that time period. (Possible congenital problems will be discussed later). It is recommended that the puppy be in quarantine during this time to prevent illnesses such as Parvovirus, which are contagious to puppies. The puppy must be taken to a licensed veterinarian within the 48-hour time- frame for the health guarantee to be honored. A vaccination record will accompany the puppy.
- Seller is not responsible for Kennel cough or other communicable diseases such as Distemper, Parvo, and Caronavirus after your veterinarian's initial examination or after the 48-hour time- frame, whichever comes first. These diseases are highly contagious and a puppy can contract them shortly after leaving the seller.
- Seller does not guarantee against common problems such as diarrhea, coccidiosis, giardia, ear mites, external parasites, and/or stress due to shipping and/or their new home.
- If the puppy is found to be medically deficient with an untreatable or life-threatening problem, it must be reported immediately to the seller. This health concern must be verified in writing by licensed vet and within the 48 hours of diagnosis, and puppy cannot have been exposed to ANY other dogs during this time. Upon the puppy's return, it will be replaced with another puppy of equal or comparable value, when one is available. The attending veterinarian may email me at any time:
- The seller reserves the right to have the puppy's diagnosis confirmed by another veterinarian of the seller's choice and/or require the purchaser to have specific tests completed on the puppy to prove diagnosis, at the seller's expense.
- The puppy cannot be returned after the guarantee period has expired and/or if it has been exposed to another dog, which has not been currently vaccinated.
- If no comparable puppy is available at time of return, seller has 12 months to furnish a replacement puppy or refund purchase price. (Seller-Breeder's choice). Purchase price does NOT include shipping cost. It is only the price of the puppy. The seller will pay shipping on a replacement puppy.
- It is the responsibility of the buyer to provide immediate vet care to any puppy showing signs of illness or distress. Failure to do so will render any guarantee null and void.
- If veterinarian care is ignored or not applied as prescribed, health guarantee becomes null and void and buyer forfeits all claims to a replacement animal, refund, or reimbursement of medicines.
- If the puppy dies or is euthanized within the guarantee period of 48 hours after purchase, despite medical treatment, compensation will be

made ONLY if a licensed Veterinarian certified the cause of death is not due to the buyer's negligence. Seller reserves the right to have the animal's body examined by the seller's veterinarian or a veterinarian of the sellers choosing within 24 hours of death. The party determined at fault by the veterinarian will make payment for the second examination.

Puppy 2 Year Health Guarantee

- This puppy is guaranteed against congenital defects for 2 year from the delivery date. Should the puppy die within that time as a direct result of a congenital defect, the puppy will be replaced at the breeder-seller's expense, only if an appropriate necropsy is performed by a licensed veterinarian and a veterinarian certificate is provided as proof of cause of death, and death is not due to anything caused or related to buyer, buyer's home, or anything buyer may have exposed to the puppy. A replacement will come from the next available litter, or a refund may be considered by the seller.
- If a severe congenital defect is detected within 2 year of the delivery date, not leading to death of the puppy, a replacement puppy of equal value will be provided from the next available litter. If a replacement puppy is provided, purchase price does NOT include shipping cost. It is only the price of the puppy.
- In the case of hip dysplasia, which will be covered up to 2 years of age, purchaser must provide the seller with proof of hip dysplasia in the form of documentation from OFA (the dog must have rating of moderate to severe to be considered compromised) on or before 2 years of age. Buyer must also be willing to release x-rays from their veterinarian to the seller's veterinarian for analysis.
- While seller has made every effort to prevent congenital diseases from developing in the dog, no one can guarantee that they will not. In the event the dog is diagnosed with a severe congenital defect, the seller reserves the right to have the dog's diagnosis confirmed by another veterinarian of the seller's choice and/or require the purchaser to have specific tests completed on the puppy to prove diagnosis, at seller's expense. If seller's licensed veterinarian disagrees that the dog suffers/suffered from a genetic defect, the parties shall agree on a neutral third veterinarian, whose decision shall be binding.
- In the event the dog is diagnosed with a congenital defect, the purchaser must be able to show proof from a licensed veterinarian that the said dog is clear of Lyme disease by the performance of heart worm testing, and documentation of regular up to date Lyme shots from the age of 12 weeks old, or this guarantee is null and void. This is

because Lyme disease can cause irreversible structural damage, joint damage, and organ damage to the dog.

- Due to many factors involved in the rearing and caring for this puppy that are beyond the control of the seller, there are NO guarantees on temperament or size.
- Purchaser understands that the following slight defects are not considered life threatening and therefore are not covered under the health guarantee: hernias, undescended testicle, under and over bites, allergies, internal and external parasites, heat exhaustion, hypoglycemia, cherry eye, or Entropion.
- The seller does not guarantee against problems of gastric torsion of the stomach such as bloat or colic. This is common to the Great Dane breed and is not considered a genetic defect.
- Purchaser understands and agrees that infertility of a puppy is not covered under this Health Guarantee. Selling a puppy with papers does not guarantee that it will be a breeder.
- Minor health problems that can be cured by medication and or minor surgery are not covered under this guarantee.
- Important Notice* No animal may be returned to the seller unless prior arrangements are made and agreed on by the seller, as well as dates, times, and airlines, or means of shipping. Anyone returning an animal without prior agreement, will do so at his/her own expense and will void any and all health agreements, as well as any chance of a refund and/or replacement animal, as this would be completely irresponsible on the buyer's part and pose a risk to the animal. Anyone doing will not get any kind of consideration, animal wise or monetarily, in the form of a replacement animal or reimbursement of any nature.
- Buyer and Seller agree that this puppy has no known health problems and has been checked by a licensed veterinarian before leaving the sellers care.
- This contract is legal and binding to all parties involved. It applies only to the buyer and seller in this original transaction, and NOT transferable to other parties.
- If the buyer should break any part of this contract agreement, at any point, the buyer acknowledges that their guarantee is and will be voided.
- The buyer agrees to the terms and conditions of this contract and to pay as stated.

There is no oral representation or warranties not contained herein. This contract of sale contains the entire agreement between the parties.