

Shih Tzu Adoption Contract

THE SALE OF THIS PUREBRED SHIH TZU IS MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

This agreement is made by and between Kimberly Brittain hereafter referred to as Breeder or Seller, and _____ hereafter, referred to as Buyer for the adoption/purchase of the below named Shih Tzu.

Sire Name and Number: _____

Dam Name and Number: _____

Puppy name/identification: _____ Date whelped: _____

1. The purchase price of the puppy is \$_____ with **Full/Limited** registration as defined by AKC (American Kennel Club). Monies are non-refundable. Contract will be terminated if all monies due are not received by the Seller at the time the puppy is 8 weeks of age. Registration fees are the responsibility of the buyer.
2. The Breeder has done everything possible to produce healthy sound puppies; both by breeding only dogs that are not known to have any genetic faults and by raising the dogs and puppies in a way (through diet, exercise, socialization and veterinary care) that promotes their good health.
3. Buyer agrees to have the puppy examined by a licensed veterinarian within 48 business hours. A copy of the exam must be mailed to Seller; post marked within 72 hours of the purchase. This is mandatory to start the 1 year warranty against inherited genetic defects. A one year after the sale Replacement Warranty is given for life-threatening inherited genetic disease that would severely impact the quality of life, short of euthanasia, or caused said puppy to expire. These conditions are listed and limited to heart and kidney. No other conditions are included or covered in this contract.
4. A notarized veterinarian report with finding stating, to a medical certainty, that the condition or death was in fact caused from the prenatal state will be required. Buyer will be required to send the notarized veterinarian report by registered mail along with all the puppy's medical records. Seller's veterinarian must confirm and agree with diagnosis. The Seller will then give Buyer a replacement puppy of equal, same gender, from the next available litter.
5. Replacement warranty will be terminated if puppy was found to be neglected, abused or does not have adequate up to date records of vaccinations and fecal records, if the puppy was not taken to a licensed veterinarian within 48 business hours of obtaining the puppy, or if the dog has produced offspring.
6. The Seller assumes no responsibility or liability for any injury to said puppy after delivery.
7. The Seller will assume no shipping costs associated with the sale or Replacement Warranty.
8. To the best of the Seller's knowledge and belief, this puppy is in good sound health, free from symptoms of contagious and infectious disease at the time of sale. No further health guarantee is made or implied. If the Buyer believes this puppy to be sick, the animal should be immediately taken to a veterinarian of the buyer's choice at the buyer's expense.
9. The Buyer agrees to maintain the puppy's health through a quality diet, exercise, regular veterinarian examinations, vaccinations, heartworm tests, fecal checks, de-worming and any other usual procedures

necessary to assure good health.

10. As of the date of delivery, the puppy has received proper vaccinations and de-worming. Buyer has been informed of these.
11. The Seller assumes no responsibility for medical expenses, mortality, landlord or neighbor disapproval, allergy, or any other undesirable circumstances once the dog has left the Seller's premises.
12. The size and color said puppy will mature to, is only an estimate based on Seller's experience and traits recognition. No guarantees are made as to adult color and/or size.
13. If the puppy is sold with Full AKC registration, Seller cannot guarantee the fertility of said dog, nor quality or health of its offspring. Breeding success or show success is NOT guaranteed. It is the Buyer's sole responsibility for bills incurred from breeding said dog.
14. If the puppy is sold with Limited AKC registration, Seller agrees to have said puppy spay/neuter by 7 months of age and limited AKC registration papers will be provided upon receipt of spay/neuter receipt.
15. The Buyer agrees that the puppy will never be placed in a shelter, rescue, or sold to a broker, pet shop, or puppy mill. If the Buyer, is unable to keep the puppy, the Buyer is required to contact the Seller before placing the puppy and the breeder will have first choice to either:
(a) take the puppy back or (b) assist the Buyer in finding a suitable home for the puppy at no expense to the Seller.
16. Any disputes will be litigated in Alcona County, Harrisville Michigan, USA at the Buyer's expense.
17. This warranty applies to the original Buyer only, and is not transferable.
18. The Seller will not issue any refunds, under any circumstances. Please be sure you are prepared for the responsibility of caring for the puppy for its lifetime.

*Hernia's, tight/pinched nostrils, cherry eye, and under/over bite are very common in the Shih Tzu breed and considered normal. Umbilical hernias are of little consequence.....if you are concerned about these "imperfections" please ask if the puppy you are interested in is affected. Umbilical and inguinal hernias/delayed closures can usually be detected around 4 weeks of age. Tight nostrils may not be evident until the age of 4-6 weeks when the puppy begins teething. It is my experience that tight/pinched nostrils improve by 6 months old when the puppy is done teething. Most hernias/delayed closures heal on their own by the age of 6-8 months, but can be repaired at spay/neuter.

I, the Buyer, have read and understand the terms of this agreement and am in full agreement:

Buyer's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell #: _____

Email Address: _____

Signature of Buyer: _____ Date: _____

Signature of Seller: _____ Date: _____