

**Tiny Haven Chihuahuas**

**Kimberly Meyer**

[Wuvchis@gmail.com](mailto:Wuvchis@gmail.com)

**Purchase Contract & Health Guarantee**

**Terms**

Seller: Tiny Haven Chihuahuas

Buyer(s):

Puppy:

Price of Puppy: \$

Breed: Chihuahua

Sex:

DOB:

Color:

Date of Pick-up or shipping:

Non-breeding SPAY/NEUTER required: Yes, preferably after 1 year of age but before 2 years of age.

- 1.) This agreement is not transferable.
- 2.) This puppy/dog is a purebred Chihuahua
- 3.) Buyer understands that puppy/dog has been sold as pet only. No papers will be provided.
- 4.) Seller guarantees that puppy/dog has been checked by the seller's veterinarian within 7 days prior to purchaser taking possession/ownership. No concerns were to be found. Purchaser has been provided with a health certificate.
- 5.) Buyer agrees to have said puppy or dog seen by their veterinarian of choice within 3 business days following pick up. Buyer voids contract including health guarantee if said puppy or dog is not seen by Buyers veterinarian of choice within 3 business days once possession is taken. (please do not take puppy in public if possible and do not set down on public grounds until seen by veterinarian).

6.) The buyer is responsible for any and all veterinarian or other expenses associated with the puppy/dog once the buyer takes possession. Legal liabilities are the responsibility of the buyer. The buyer will not receive any monies from the seller for any reason.

7.) The seller does not guarantee against any environmental or temperament problems, environmental referring to but not limited to: abuse, neglect, teasing, or failing to train the dog properly. If Seller deems puppy to be being neglected, abused, not receiving proper and adequate medical vet care or malnourished, Seller will and can repossess said puppy or dog at any time. Seller, Buyers Veterinarian or other qualified party, can determine abuse of any kind. If said puppy or dog is repossessed at any time, contract is void and Buyer will be responsible for any all repossession fees.

8.) The purchaser decides to return the dog to the seller for any reason the purchaser is responsible for all costs associated with returning the puppy or dog to seller. The seller will refund no monies.

9.) Seller recommends yearly dental cleanings for said puppy or dog along with weekly brushing at home.

10.) Buyer is responsible for all medical care to be kept current and not deprive said puppy or dog of medical attention whether it be for routine well visits, vaccines or emergency medical attention.

**Seller is Not Responsible To Cover The Following:**

1. Diarrhea, respiratory infections, kennel cough, hernias, giardia, coccidiosis, or wormy stools. These are all easily treated if detected early. Every effort is made to sell dogs free of these problems, but we do not cover them should they be present.

2. This puppy or dog has been given all the immunization and worming appropriate for his/her age, and has been carefully protected from exposure to dog diseases. Seller will not be responsible for Parvo or Distemper virus after 5 days of leaving as these are viral diseases and they can be contacted immediately after leaving our home. We implore common sense to the purchaser to not take the puppy to any public area or around other dogs until the vaccination schedule has been completed. This seller is not responsible for cover illness or death due to dog diseases after puppy leaves our home.

3. We do not guarantee size, temperament, conformation, color, coat, allergies, skin conditions, alopecia or hair loss, open fontanel, cherry eye, patella luxation or hereditary defects that are not immediately life threatening, hernias, inguinal or umbilical, over bite, under bite, wry bite, retention of baby teeth, missing teeth or other minor problems. Every effort is made in selection of dogs to be sold to avoid these problems, sometimes they are so far back in the genetic that they can arise from time to time.

4. We do not cover tarter build up, flea's, lice, tonsillitis, or any other viral disease, like ringworm. These conditions could be picked up on the way home after purchasing or at your vet clinic. All our dogs are kept in the cleanest of conditions to avoid such occurrences, however when they are shipped or moved from our home, we are unable to control the settings that they may encounter before they are in your custody.

5. Purchaser agrees that they are to call the seller if they are not able to keep the above-mentioned puppy or dog. The seller has first right of refusal to take puppy back from purchaser free of charge. If the purchaser

decides to place or sell the above-mentioned puppy or dog for any reason, whether it be to family/friend/stranger, seller is obligated to notify seller with option to have first right of refusal prior to selling or placing said puppy or dog. If Seller chooses not take said puppy or dog back into Sellers home, Purchaser is to obtain a letter from Seller expressing permission to sell or place said puppy or dog. Shipping would be the seller's responsibility if not local. If Purchaser places or sells said puppy or dog at any time during its lifetime without giving seller first right of refusal to bring dog back into seller's home, Purchaser will be required to pay \$3,000.00 to Seller for breach of contract. Dog will be required to be neutered/spayed before placing in any other home.

6. There will be no refunds due to incompatibility, allergies, or landlord disputes. Please contact us if you are having issues with keeping said puppy or dog. We would never want to see one of our puppies or dogs in an animal shelter. We will take said puppy or dog back and find a suitable companion home for them if the need arises. We are willing to take said puppy or dog back in special circumstances, but neither refunds nor replacements of any kind will be given to the purchaser.

7. If at any time Buyer is unhappy with said puppy or dogs size, bite, coat color, temperament or any of the above and defames, slanders or harasses Seller, or has another party defame, slander or harass seller which can be way of social media, email, messenger, verbally or other. Seller will take all and any legal actions necessary. Buyer will be responsible for all fees to do so. Buyer is not entitled to a replacement puppy or any monies refunded due to any of the above as said puppy.

8. Dog/Bitch will also not be used as stud or bitch for breeding. Pet contract only, no breeding rights. If Purchaser breeds said dog they will be required to pay Kimberly Meyer of Tiny Haven Chihuahuas \$10,000 per breeding for breach of contract.

**Additional Guarantees and Terms Are As Follows: Heath Guarantee As Follows:**

This puppy/dog is guaranteed for a period of 1 year from date of birth against hereditary Heart Defects and Portosystemic Shunt (liver shunt). The seller must be notified within 24 hours of the onset of the illness. The buyer is responsible for all veterinary or other costs associated with Heart Defects and Portosystemic Shunt (liver shunt). The seller will replace the dog if it dies due to hereditary Heart Defect or Portosystemic Shunt. The seller will refund no monies. Seller does not cover hydrocephalous as part of this health guarantee after puppy is 4 months old.

If the puppy/dog is diagnosed with a Heart Defect or Portosystemic Shunt (liver shunt) within 1 year of the date of birth as stated in this contract, and is alive it must be returned to the seller in order to receive a replacement. The seller will refund no monies. All costs associated with the return are paid by the buyer.

If the puppy or dog described above dies or you euthanize it within 1 year of the date of birth as stated in this contract. The buyer must provide the seller with the following 2 pieces of information;

A copy of the necropsy request with the cause of death stated as "unknown". This form should not include any veterinarian comments as to what the veterinarian thinks the cause of death might be. This is to make sure that the person doing the necropsy finds the "real" cause of death.

The complete necropsy report must come from a licensed veterinary pathologist. I want an unbiased report. The purchaser is responsible for all costs but not limited to testing, reports and veterinarian costs. The above information needs to be sent to me and I will deliver it to my veterinarian who will review the findings and may contact your veterinarian in the process. If a hereditary Heart Defect or Portosystemic Shunt is confirmed a replacement puppy or dog of equal value will be provided as soon as one is available. If a replacement puppy is required the method of delivery and the final destination of the puppy or dog are of the sellers choosing. The seller will refund no monies to the purchaser.

**Other Conditions and/or Contingencies or Costs:**

Should Buyer choose to break any of the covenants of this Agreement, the remainder of the Agreement will be considered null and void, Seller will have the right to repossess Puppy/dog and that Buyer will be liable for any costs involved in that repossession.

If the buyer violates this agreement, he or she will be responsible for any/all legal costs the seller acquires enforcing this contract.

This agreement is governed under the laws of the State of Illinois and may not be altered, modified or rescinded unless agreed to in writing by Buyer and Seller, and any actions resulting from non-compliance of the agreement will be settled in the County of Mchenry, in the State of Illinois. Buyer will be held liable for all legal fees and court costs. Any placement costs, maintenance costs, boarding, medical and associated miscellaneous costs related to this puppy/dog will be the responsibility of the Buyer. This Agreement is made and signed by both parties to insure the well-being and protection of this dog. Should the terms of this agreement be violated, whether incidentally or deliberately, the Seller will pursue his options as stated in this Agreement to the fullest

By signing below, both parties are bound by this agreement. Please sign and email back to wuvchis@gmail.com within 3 business days after receiving puppy or contract is void.

Buyer's Signature:

Date:

Buyer's Printed Name:

Buyer's Address:

Phone:

Seller's Signature: