

Rustic Pine Puppies: Terms and Conditions of Adoption

Our Guarantee

We guarantee our puppies to be in good health to the best of our knowledge. All puppies will have a vet exam prior to delivery to their new home to ensure they are free of any defects or illness. All vaccinations are up to date and puppies will be free from obvious defects at the time of delivery. Should a defect or a problem be found during the exam you will be notified immediately and your payment will be refunded in full. We strive to provide a wonderful companion that is healthy and will be the perfect addition to your family and home.

Buyer Responsibilities

1: The Buyer must have the puppy examined by a licensed veterinarian within 48 hours of receipt of the puppy excluding Sunday and holidays. A copy of the examination (vet report) must be sent to the Seller by email the same day as examination. Failure to comply will render this guarantee void. **2:** The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. **3:** In order for the guarantee to remain in effect you must keep receipts and records to verify that you have taken your pet to a duly licensed veterinarian for checkups and all required immunizations.

Health Guarantee

Your puppy is guaranteed until one year of age against fatal and life altering congenital diseases which adversely affect the health of the animal. This includes severe hip dysplasia, which hampers a dog's movement and natural gait and requires surgery to correct; kidney, heart, pancreas, spine, and liver problems of a severe life threatening or altering nature. **2:** If the dog dies within this one year time frame, you must pay to have it autopsied to ascertain the reason of death. If reason is congenital, we will replace the puppy. **3:** All items covered under this guarantee are by replacement only. We do not give refunds.

4: A puppy showing any serious genetic or congenital defect will be replaced as follows:

A. Animal must show the defect by one year of age. We must be notified of the problem within two (2) business days of the licensed veterinarian's determination and have one (1) report from an unassociated veterinarian stating the same problem. Seller reserves the right to a third opinion of Seller's choosing to determine the genetic defect. We will then provide a replacement puppy of equivalent value.

B. A puppy with a defect must be returned to us in good condition, other than the specified

problem or euthanized with our permission at your expense to qualify for a replacement puppy. The replacement puppy will be mutually agreed upon by both parties and will be of comparable quality. It is understood that the replacement puppy may not be from the exact same parents as the original puppy. No refund, in part or in full, will be given.

C. This guarantee applies to the original puppy only and is non transferable to a second party. In the event this guarantee is exercised, the registration papers must be returned to the Seller.

D. All conditions set forth in paragraph 17 shall apply.

4: If the Buyer declines the replacement puppy, then the Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims. **5:** In case of severe knee, elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet OFA's standard submission requirements. **6:** The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include shipping costs, health certificate, shipping crate or any additional prices declared by the Buyer. **7:** All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, coat type, markings or breeding ability. **9:** The Seller is solely responsible for supplying the

registration papers for registered pups. Any costs to obtain new or renewal registration papers are the sole responsibility of the Buyer. If the papers are lost, the Seller will assist the Buyer in obtaining new papers at the Buyer's expense. **10:** The Seller makes every effort to provide accurate and up-to-date information on the website regarding the puppies they sell. The Seller is not responsible for typographical or photographic errors.

11: Usually the puppy will ship within 4 to 10 days, but occasionally a puppy may need additional time with the Seller before shipping. Shipping date for the puppy is made by the Seller and the Seller's veterinarian, with the health of the puppy being the overriding factor. **12:** In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in West Plains, Howell County, MO. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price. **13:** An administrative fee of \$300.00 shall be retained by the Seller should the Buyer decide to cancel any time prior to shipping. This fee is to reimburse the Seller for out-of-pocket expenses and overhead costs associated with the transaction. **14:** Transportation of the puppy is arranged through third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other. The Seller shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss, nor shall any delay be a valid cause for cancellation. **15:** The Seller disclaims any and all implied warranties of merchantability and fitness. **16.** Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or credit.

Limitations of Guarantee:

17: All shipping costs are paid by the Buyer. The owner is responsible for all transportation costs to and from the Seller. The seller is not responsible for any veterinarian fees, shipping costs or any other associated costs. No replacement will be given if the dog has been bred. All laboratory verification must be done by a licensed, DVM, Doctor of Veterinary Medicine. No replacement will be given if breeds that are known to be prone to hip dysplasia or overweight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any veterinarian costs. The Buyer is aware that owning a puppy means frequent visits to a licensed veterinarian and understands that he/she will be responsible for all payments. This guarantee does not cover any of the following conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Ringworms) Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Inguinal, Perineal, or Diaphragmatic), Heart Murmur grades I, II or III, Patella Luxation grades I, II or III, Entropion, "loose hips", skin allergies, elongated soft soft palate, small trachea. This Guarantee does not cover any veterinarian costs associated with spaying or neutering, including undescended testes. You must follow sellers recommended nutritional program, including feeding only premium dog foods. You must retain all receipts for food to show you are abiding by this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. All the above mentioned conditions must be met or all guarantees above mentioned will be void. Temperament issues are not covered under this guarantee as they can be caused by a lack of training, discipline or proper dog socialization. Seller sells pets for companion purposes only. Seller does not guarantee against low-blood sugar (Hypoglycemia) or any other non-life threatening illnesses common to puppies. This contract is not valid outside the United States.

Page 5 of 5

18: This agreement represents the total agreement between the Seller and the Buyer and no other terms or conditions shall be valid to this sale. The Buyer has read this agreement and agrees to the terms and conditions herein.

I, _____, the purchaser of a puppy from Rustic Pine Puppies hereby acknowledge that I have read, understand, and agree to the terms of this document. Further, I accept the terms and conditions of the guarantee for the genetic disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between Rustic Pine Puppies, and the buyer and no other terms or conditions shall be valid to this sale.

Buyer:

Address:

Phone:

E-mail:

Puppy name:

Gender:

Color:

Date of Birth:

Breed:

Buyer signature: _____

Date: _____