

CONTRACT & HEALTH WARRANTY – PET DOG
THIS AGREEMENT IS BETWEEN THE FOLLOWING PARTIES:

Seller:

Pattie & Leonard Fischer
Bella Fiore Lagottos
PO Box 2198
Port Angeles, WA 98362
503-930-8825

Buyer :

and

Name: _____

Address: _____

DESCRIPTION OF DOG/PUPPY

The puppy sold pursuant to the terms of this agreement is a Lagotto Romagnolo understood to be a **companion pet only** and not sold as a breeding prospect. The puppy will be required to be spayed/neutered, under the Spay/Neuter Contract, by buyer at buyer's expense. The puppy has been/will be registered with the American Kennel Club Foundation Stock Service and the following information identifies this dog:

Color & Gender Lagotto Romagnolo

Nickname:

Date of Birth:

Sire Name:

Dam Name:

DEFINITION OF TERMS

Genetic Disorder: A condition diagnosed by a licensed veterinarian specializing in the condition with supporting evidence that the condition is, to the best of the veterinarian's knowledge and experience, genetic (inherited) in nature and not a result of environmental factors such as, but not limited to, Dog's weight, diet, injury, attending illness, etc.

Serious life-altering condition: An illness or physical condition that renders the Dog's quality of life to severe pain and suffering or disfiguration.

Minor treatment: Treatment of a health issue that requires medication only and does NOT include surgical treatment of any kind.

Without Recourse: Parties have no option or alternative remedy.

SHORT TERM HEALTH WARRANTY

Seller warrants that the puppy is in good health at the time of delivery to Buyer, to the best of Seller's knowledge and belief. Seller assumes no liability for injury of puppy during or after transport to Seller.

_____ Buyer has FIVE (5) days from the time of receipt of puppy to request returning puppy for a full refund. Any request to return the puppy to the Seller for a full refund must be made within this time period and may only be requested should the puppy be examined by a veterinarian and found to have a health issue of such serious nature that the quality of life of the puppy's will be shortened or seriously altered.

_____ Minor health ailments including, but not limited to, fleas, worms, or stress induced diarrhea due to the puppy's transition from the Seller's home are not reason for puppy to be returned to Seller. Proof of a pre-existing ailment or condition that requires minor treatment and will not alter or shorten the puppy's life will be reason for Seller to

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reimburse Buyer for the expenses associated with medications treating that ailment or condition up to \$200. The parties agree that vet fees for exam and diagnosis are not refundable.

_____ Any issue requiring surgical treatment will require two independent veterinary reports stating the nature of the issue and recommended surgical treatment. Reports must be provided to Seller before any agreement to refund money is provided. Proof of examination and diagnosis of serious health issue must be provided to Seller and Seller's vet should Buyer wish to request returning puppy for a full refund for the purchase price of puppy, excluding any shipping fees. Shipping fees for returning a dog are the Buyer's responsibility.

_____ In order for reimbursement of fees, Buyer must have Seller's pre-approval for reimbursement of treatment fees **PRIOR to puppy's treatment.**

GENETIC HEALTH WARRANTY

Seller warrants that, to the best of Seller's knowledge and belief, the puppy is in good genetic health. This genetic health warranty extends for two years from the date of birth of puppy.

_____ In the event that puppy is diagnosed, within the warranty period, with early onset of a genetic disorder that is a serious life-altering condition, Seller will reimburse Buyer the veterinary costs for treatment of that condition up to ½ the purchase price of the puppy, if puppy is kept by Buyer, **OR** provide an additional puppy to Buyer for \$1,300.00 from an agreed upon litter with availability (spayed/neutered only). Two independent veterinary examinations and reviews must be provided to Seller documenting the genetic disorder. Reimbursement of veterinary fees, up to 50% or purchase price of puppy, is provided to Buyer upon receipt of copies of the medical reports. Reports must state the treatments provided, and fees for the treatments. Seller will only reimburse for fees directly related to treating the genetic disorder or condition and will not reimburse for costs associated with diagnostics or testing. Seller will not be held responsible for the development of faults, diseases or disorders which are the direct result of environmental factors or Buyers negligence.

VACCINATIONS

Buyer has been provided with information regarding the potential risks of vaccinations.

_____ Health issues that are the result of vaccinations including, but not limited to: sarcomas, tumors, auto-immune disorders, thyroid disease, allergies & seizures, and occur following an administered vaccine will not be covered under the genetic portion of this warranty.

_____ Buyer agrees to not allow vet to administer any vaccine if the puppy's system is under duress from other physical health issues including but not limited to: parasites in the intestinal system, injury or illness.

_____ Buyer also agrees to not have the rabies vaccine administered at the same time as any other vaccine, but to allow at minimum one week from the last vaccine date before having rabies vaccine administered to puppy.

LIMITATION

The parties agree that any claim by Buyer for reimbursement from Seller, for any reason, shall be cumulative and that once half the price of the puppy has been reimbursed, Seller has no further liability to Buyer. The parties agree that this warranty is the full and maximum financial liability Seller may owe Buyer, or for the health of the puppy.

HEALTH MAINTENANCE

Buyer agrees to maintain this puppy in good health and provide routine preventative health care. Veterinary records must be provided to breeder if requesting refund or replacement.

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TEMPERAMENT & TRAINING

Buyer understands that all puppies exhibit certain undesirable behaviors (nipping, chewing, barking, marking, etc). Buyer is responsible for appropriate training of puppy to correctly teach acceptable behaviors, and is responsible for proper socialization of puppy.

_____ Buyer agrees to provide obedience training to puppy no later than 16 weeks of age, and continue with training as long as necessary to establish a solid foundation for a well socialized puppy. Training may be done independently or through professional trainers. If buyer is unable to begin obedience training by age of 16 weeks due to events beyond Buyers control, Buyer will notify Seller, before the puppy reaches 16 weeks of age, and will inform Seller when classes will begin.

_____ Should Buyer not be successful at obedience training or training of negative behaviors independently or with the help of a certified dog trainer, Buyer agrees to seek further professional help from a certified animal behaviorist should it become necessary.

_____ Behaviors that develop due to lack of proper training and socialization are not the Seller's responsibility. Seller does not claim to be an animal behaviorist or professional trainer and recommends seeking professional help when training questions or needs arise.

If the puppy exhibits inappropriate aggressive behavior that is not correctable by professional intervention by the age of 12 months, Seller agrees to assist in re-homing the first dog from the Buyer's location.

_____ Any fee recouped for re-home of the first puppy will be provided to Buyer.

_____ Seller will provide Buyer with another puppy for ½ the purchase price.

_____ All shipping fees for replacement puppy are assumed by the Buyer.

_____ Professional documentation must be received from two certified behaviorists stating the nature of the puppy's behavior and the attempted behavior modification utilized before replacement will be provided. If trainers indicate that issues are the result of improper training/raising of puppy or the direct result of puppy's environment, Seller is not responsible for replacing with another puppy.

SPECIAL CONDITIONS

The parties agree that this contract was made in the State of Washington and agree that it shall be governed by and construed in accordance with the laws of the state of Washington and the parties agree to submit to the jurisdiction of the courts of the State of Washington for any dispute arising from this contract or transaction. Each party will bear its own costs of litigation, except for breach of contract arising from designated provisions of this contract.

_____ The parties agree to attempt to resolve conflicting issues through impartial mediation prior to submitting the matter for litigation. The cost of mediation shall be shared equally between the parties and the selection of a mediator shall be by mutual consent.

_____ Each party agrees to indemnify and to hold the other party harmless from any liability, suit or action of any kind arising out of a breach of this contract, unless specifically noted here.

Puppy's registered name may not be changed with any registration or association. Official change of name shall void all provisions of this agreement.

_____ The buyer agrees, in the event they are unable to keep the puppy/dog for any reason, the buyer will contact Bella Fiore Lagottos first to provide the seller with the option to take the puppy back at no charge with no reimbursement to the buyer. If Bella Fiore Lagottos is unable or unwilling to take the puppy back at no charge, the buyer will spay or

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neuter the puppy/dog prior to finding a new owner and will provide Bella Fiore Lagottos with proof of spay or neuter. The buyer also agrees to provide Bella Fiore Lagottos with the new owners contact information.

Warranties shall apply only to original purchaser. Transfer of dog ownership shall void all such provisions of this agreement.

Under no circumstances shall the Seller be liable to the Buyer or to any third party for any consequential incidental or special damages resulting from or in manner related to the dog.

Upon transfer of possession of puppy and final payment of purchase price, all veterinary care and its associated costs are the sole and exclusive responsibility of the buyer.

____ No changes will be binding on either party to this contract except as agreed upon by both parties in writing. Buyer will pay Seller the sum of \$_____ before transfer of possession of the puppy/dog, which is the companion pet price for dog.

ADDITIONAL DOCUMENTS

The following documents, if completed, will be considered as part of the full and final agreement:

- Spay/Neuter Contract

FULL AND FINAL AGREEMENT

The parties agree that this writing represents the entire Agreement between them and that no other representations have been made regarding the Dog described above.

BUYERS' signatures and date:

_____ / ____ / ____

_____ / ____ / ____

SELLER'S signature and date:

_____ / ____ / ____

_____ / ____ / ____

Deposit Received \$1,000 received ____ / ____ / ____ Seller: _____

Estimated Shipping \$ N/A received ____ / ____ / ____ Seller: _____

Final Payment \$ _____ received ____ / ____ / ____ Seller: _____