

**13277 W Farm Rd 140**

**Bois D Arc, MO 65612**

**OldOakHillFarm.com**

**oldoakhillfarm@gmail.com**

**417-773-9483**

**Puppy Purchase Agreement**

Puppy Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kennel ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This puppy is able to be registered with limited registration unless otherwise arranged with seller which will be noted in the comments. Puppies sold on limited registration may not be shown in certain club conformation shows or bred.

**DEPOSIT**

Part of the purchase price will be paid immediately with this agreement as a deposit to guarantee that the seller will hold the puppy for the buyer until he/she turns 8 weeks old. Deposit may be paid with cash, Venmo (@Cindy-Mickey), PayPal (cindys1979@gmail.com), Zelle (417-773-9483), Cashapp ($OldOakFarm) or personal check. If paying with PayPal or Venmo, payment will need to be submitted as friend/family or an additional 3.5 % fee will need to be applied to deposit amount. Please verify payment type with seller before submitting payment.

The deposit fee is nonrefundable unless during the vet check while at our facility the vet has found the puppy to be unhealthy and unfavorable for sale.

Umbilical hernias are common and are often repaired if recommended by the vet. Umbilical hernias are not considered unhealthy or unfavorable for sale. The deposit will not be refunded and the purchase price of the puppy will not be reduced for umbilical hernia or umbilical hernia repair.

If the transaction is voided by seller, or if through some tragic accident the puppy were to die or otherwise be seriously injured before it goes to its new home then the deposit will be returned to the buyer; unless the buyer wishes to apply the deposit to another puppy, if one is available, or to a puppy from the next available litter.

**BALANCE**

The balance or remainder of the purchase price will need to be paid in cash (no checks) at the scheduled pick up date of the puppy to the seller. If arrangements have been made to hold the puppy after 8 weeks of age, then the balance would be due when the puppy turns 8 weeks old. The purchase price does not include any shipping charge (if applicable), which is calculated separately.

**SHIPPING**

If puppy is being shipped, the puppy balance plus shipment charge of $\_\_\_\_\_\_\_\_\_ will need to be paid in full with cash, Venmo (@Cindy-Mickey), PayPal (cindys1979@gmail.com), Zelle (417-773-9483) or Cashapp ($OldOakFarm) 3 days before shipment date. If using PayPal or Venmo submit payment as friend/family or an additional 3.5% fee will need to be applied to the balance due. Please contact Seller to verify payment type and amount before submitting payment.

Shipping method: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Airport Destination if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the puppy is being shipped, we will be unable to guarantee their health as they will be exposed to several other puppies or small animals, humans, and environmental conditions outside of our control.

The seller is not responsible for any airline/shipping errors or handling.

**PICK UP DATE**

This puppy will be available for the buyer to pick up on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Our puppies will be 8 weeks of age before they can leave to go to their new home. However, we reserve the right to keep the puppy longer if we feel that he/she is not quite ready.

If the buyer is not able to pick up the puppy on the stated pick up date, we will be glad to continue caring for the puppy for a reasonable time as arranged and agreed upon by buyer and seller. If the agreed upon date exceeds the stated pick up date by 1 week, we will add a charge of $10 per day for boarding for every day after the stated pick-up date (not to exceed 30 days).

If seller is not able to contact the buyer in regards to scheduling a pick up date, after the 3rd attempt the puppy will be relisted and the deposit will not be refunded.

**MICROCHIP**

We offer to microchip the puppy for free before he/she leaves our premises.

Would you like the puppy microchipped? \_\_\_\_\_\_\_\_\_

**INCLUDED WITH PUPPY**

Included with all puppies after payment in full: Registration application (limited registration only unless other arrangements made with seller), litter pedigree, Missouri health certificate from vet if shipping, health/vaccination record, and microchip.

If puppy is being picked up from our facility, they will also come with a small bag of puppy food (NutriSource Puppy Food), blanket with mother’s and siblings’ scent, toy, collar, and leash.

**HEALTH GUARANTEE**

We hereby certify that this puppy has been de-wormed, vet checked, and properly vaccinated to date. It is the sole responsibility of the buyer to see that these vaccinations are kept up to date. Buyer understands that the puppy will need boosters of the initial vaccinations until the "puppy series" is completed, and then once annually thereafter. If the puppy is not kept up to date on necessary vaccinations and de-wormings, this contract is void. The buyer will be provided with a copy of said puppy’s medical history (vaccinations and de-wormings) and hereby agrees to have the puppy examined, at buyer’s expense, by a licensed veterinarian of choice within 72 hours from the date buyer assumes physical custody of puppy. If said puppy is not seen within 72 hours by a licensed veterinarian, this contract is void, and if life threatening genetic problems occur we will need written proof that the puppy was originally seen within 72 hours of receiving them.

The seller guarantees no death from infectious disease for 10 days after the puppy leaves our premises unless the puppy is being shipped in which case it voids the 10 day health guarantee. Written vet verification is required (test results, necropsy report, etc.). When death occurs a necropsy is required to verify cause of death. Verification, by the veterinarian, of the microchip number is also required unless the puppy was not microchipped. All paperwork and test results must be forwarded to seller. After confirmation from seller’s vet as to the cause of death, the seller will replace the puppy with one of equal or lessor value upon availability (within one year). Seller must be notified with claim within 10 days from purchase date.

The health guarantee does not cover hypoglycemia, coccidiosis, kennel cough, giardia, upper respiratory infection, mites, ticks, ringworm or ear Infections once the puppy has left the seller’s hands due to these being caused by stress of moving or easily picked up during travel.

The seller guarantees the puppy to be free from life threatening genetic problems for up to one year (12 months) from the puppy’s date of birth. If upon examination by a licensed veterinarian of your choice, this puppy is found to have a life threatening genetic defect, have your veterinarian document this condition with a written, signed statement clearly stating the symptoms, exact problem, severity, and the tests that have been done to prove it. The buyer will then notify the seller of the situation within 2 business days. Failure to return the written report within 2 business days invalidates this contract. If, by a licensed veterinarian, the puppy is found to have a life threatening genetic defect the seller will replace the puppy with one of equal or lessor value upon availability (within one year) and may not be from the same parents as the original puppy. The original puppy must be returned to seller along with all original paperwork and registration papers. All expenses of returning original puppy are to be paid by buyer. Otherwise, the buyer may choose to keep the original puppy and accept all responsibilities, with the buyer understanding that no replacement puppy and no refunds will be given.

If the buyer rejects a replacement puppy then all sales become final. Seller also reserves the right to have a second vet of choice evaluate the condition within ten days following the receipt of the original puppy before any exchange will be issued. Buyer is responsible for all transportation and/or shipping costs to replace the puppy and seller is not responsible for any veterinary expenses related to the certification that the animal is unfit or otherwise. If a puppy is to be replaced the returned puppy must be accompanied by a written statement from a licensed veterinarian indicating that: all shots are up to date, the puppy/dog has had a negative fecal within 30 days, the puppy/dog has had a negative heartworm test within 30 days and that the puppy/dog appears to have been well cared for. No replacement will be given for hip/elbow dysplasia if puppy/dog is overweight. If the puppy dies within one year from the date of birth a necropsy must be performed to determine if the reason was genetic or congenital. The Buyer will be responsible for these charges and in no way is the breeder responsible for payment of this exam or any other medical bills.

Buyer understands that the following slight genetic or congenital defects are not considered serious or life threatening and therefore are not covered by this guarantee: umbilical hernia, inguinal hernia, cherry eye, entropion, undescended testicle, recessed vulva, under bite or over bite, grade 1-2 heart murmur and grade 1 or 2 patellas. Hypertrophic Osteodystrophy is not covered under this guarantee as it is not proven to be a genetic defect and the specific cause is still unknown.

The seller assumes no responsibility of said puppy after the puppy leaves the seller’s premises for medical expenses, disease, mortality, landlord disapproval, allergies, shedding, personality/temperament, size, training, disagreement of the family, or any other reasons not relating to genetics, and no replacement puppy or refunds will be given. Under no circumstances is the seller responsible for any veterinarian bills or shipping expenses incurred with the puppy after time of sale.

The seller does not guarantee the breeding ability or show quality of this dog. This puppy is purchased as pet quality only.

This health guarantee is not transferable. To make a claim against this guarantee, the original owner who bought this puppy must still own the puppy. Third party sale makes this agreement void as does evidence of abuse, neglect, or accident. We are not responsible for any injury, accident, or mishandling of the puppy once he/she leaves our premises.

The following are any exclusions to this guarantee:

The buyer does knowingly purchase this puppy with the following conditions, faults, or characteristics. The seller will not be held responsible for any of the following items now or at any time in the future:

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**GENERAL**

In the case of a legal dispute between parties absolutely all legal issues will be dealt with in Greene County in the state of Missouri per this guarantee and is subject to Missouri laws only. Out of state laws are not valid per this guarantee. The buyer is responsible for any and all legal fees for both the buyer and seller. The buyer has read this agreement and the health guarantee from the seller, understand it, and agree to abide by the terms stated above.

This written agreement contains all of the terms of this Puppy Sales Agreement. No refunds will be given, all deposits are non-refundable and all sales are final. To ensure that the buyer can immediately reserve the puppy of their choice, buyer and seller agree that this agreement is in full force by virtue of Email exchange of completed copy of this agreement between seller and buyer.

**BREEDER’S COMMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Buyer’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_