

PET CONTRACT

This agreement is between:

Summer Hudson, 315 Barefoot Springs Road, Pelahatchie MS

(Hereinafter referred to as "Seller" or "Breeder")

and

Name: _____

Address: _____

Phone: _____

(Hereinafter referred to as "Buyer" or "Purchaser")

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, under conditions set forth, as follows:

DESCRIPTION OF PUPPY

Description of puppy sold pursuant to the terms of this agreement is identified as follows:

Breed: Bernese Mountain Dog

Color: Black/Brown/White

Sex: M F

Whelp Date: _____

AKC Registration #: _____

Dam: _____

AKC Registration #: _____

Sire: _____

AKC Registration #: _____

It is agreed between Seller and Buyer as follows:

1. Seller's Representations

a) As of this agreement, Puppy is in good health and free of communicable diseases, with any exceptions noted here:

b) The Buyer has 7 days, from date of purchase, to have puppy examined by a veterinarian. Buyer may return the puppy (and all paperwork) to Seller for a full refund for health issues within this period, providing the Buyer assumes all transportation costs (whether out-of-pocket or reimbursement to Seller). Breeder is at no point responsible for veterinary fees, costs, or diagnoses after Buyer has taken possession of Puppy.

c) Seller emphasizes to Buyer the long-term responsibility linked to puppy purchase transaction, and Buyer agrees that purchase decision has been carefully considered. Seller assumes no financial responsibility to Buyer for "change of heart" decisions after possession is transferred to Buyer. It is the Seller's ultimate desire that the puppy find a healthy home. Therefore, should the Buyer have a "change of heart" within 7 days of purchase, Seller may voluntarily facilitate, on a case by case basis and under no obligation financially or otherwise, the process of finding the puppy a better home.

d) The Buyer may return the Puppy to the Seller at any time after the initial 7 days if for any reason the Buyer decides that the Puppy is no longer wanted. However, if the return is for any reason other than the medical reasons detailed in the 1-year health guarantee in section 5, no refund or other compensation will be given.

2. Buyer's Representations

a) Buyer is completely satisfied with and waives any and all claims regarding the Puppy's conformation and outward appearance and agrees that Puppy meets the breed standards at this age.

b) Buyer agrees upon purchase that Puppy will not be registered with any other registries besides the American Kennel Club without written permission from Breeder.

3. Consideration

Puppy identified in this contract is being sold for the sum of \$ _____ under Section 4 and was paid in full before the puppy was removed from the litter.

4. Stipulation - Pet Purchase

a) Buyer understands that puppy has been sold with limited American Kennel Club (AKC) registration. Limited registration precludes Buyer from showing Puppy in confirmation shows and from registering any litters produced or sired by Puppy. Said limited registration entitles Buyer to register Puppy with AKC and compete in all sanctioned events (Obedience, Agility, Fly Ball, etc.) other than confirmation shows.

b) Buyer agrees to take all measures necessary to ensure that Puppy is not bred and does not have the opportunity to sire or deliver any litters.

c) Buyer agrees that Puppy will be spayed or neutered at the earliest recommendation of the Buyer's veterinarian.

5. Health

a) Seller agrees that Puppy is in good health and has received appropriate medical care. Seller will provide Buyer with a summary detail of puppy treatments to date, along with required and/or recommended future treatments, including both medical and general care considerations for the short term and long-term well-being of the Puppy.

b) Buyer agrees to promote a healthy environment for the puppy including proper shelter, sufficient exercise, and quality feeding rationed in appropriate portions at proper intervals.

c) Seller guarantees that Puppy is free of life-threatening diseases or major disabilities at time of Buyer purchase, and that best breeding practices have been followed that limit the likelihood of such occurrences.

d) Seller provides a 1-year health guarantee to Buyer covering the following life-threatening diseases or major disabilities: hip dysplasia, cancer, proven genetic disorders(proven by existing peer reviewed medical research). In the first one year after purchase, should any of the listed life-threatening diseases or major disabilities develop that is similarly diagnosed by two qualified veterinarians, Seller will provide Buyer with a replacement puppy when one is available. Buyer assumes any transportation costs.

Some specifically covered genetic disorders: Cancer, Heart Disease, Juvenile Cataracts, Renal Dysplasia, Retinal Dysplasia or other congenital blindness, Hip Dysplasia, Dilated Cardiomyopathy (if diagnosed prior to 12 months of age), Mitral Valve Defect (same), Epilepsy (same).

6. Temperament

Breeder has made every effort to produce a litter that will excel in temperament. However, once the puppy leaves Breeder's possession, its temperament and behavior are determined by the care and training given by the Buyer.

a) Unless Buyer is an experienced dog-owner, Seller highly recommends that Buyer put Puppy through a basic training/obedience course to expose the Puppy and Buyer proper techniques for socialization, voice control and restraint.

b) Seller shall in no way be held responsible for acts of Puppy at any point after Buyer takes possession.

c) Buyer agrees that the temperament and disposition of Puppy are acceptable at the time of purchase. Buyer has been made aware that eventual behavior, acts, and temperament of the Puppy are solely the responsibility of the Buyer.

7. Maintenance

a) Buyer agrees to maintain Puppy in a healthy, clean and safe environment.

b) Buyer understands that over feeding or feeding Puppy too much protein can cause Puppy to develop HOD, Pan osteitis, etc. and are not covered in any way under this contract.

c) Buyer agrees to place Puppy on Heartworm preventative, for the life of the Puppy.

d) Buyer agrees to utilize flea and tick prevention products as needed to keep Puppy free and clear of fleas and ticks.

e) Buyer agrees to NOT start Agility (jumpers), roadwork, treadmill, or other strenuous physical training of Puppy until it has reached a minimum of 18 months of age, and to maintain a light schedule until 24 months. Buyer acknowledges that failure to meet this requirement will invalidate Section 5 of this contract and is an invitation to related problems such as arthritis and joint problems.

f) Buyer agrees that the Puppy is being purchased to be a member of the family, not an imprisoned caged animal, and that crates, chains, and other restraints will be used reasonably rather than as a "round the clock" existence.

g) Buyer acknowledges responsibility for any and all appropriate medical care that is necessary for maintaining the health and welfare of Puppy throughout the life of the dog.

h) Buyer will allow Seller to visit Puppy at a mutually convenient time.

i) Seller has the right to reclaim Puppy with no refund to Buyer if Seller deems that the Puppy is being treated neglectfully or abused in any way.

8. Jurisdiction

Both parties recognize the town of Pelahatchie, in Rankin County, Mississippi as the place where this agreement was entered into, and acknowledge the courts in Rankin County, Mississippi as the courts of jurisdiction should any disputes arise from this agreement. Furthermore, this contract is to be interpreted by the laws of the State of Mississippi. If any provision of this document is invalid or unenforceable under applicable law, this document shall be ineffective to the extent of such invalidity only, without affecting the remaining portion.

By signing below, Buyer(s) declare(s) that he/she has read, understands, and agrees to the above contract:

Buyer: _____

Signed: _____

Date: _____

Seller: Summer Hudson

Signed: _____

Date: _____