

Twin Oaks Kennels of Fredonia

One-Year Puppy Contract

Date went home: _____
Breed of puppy: _____ Price of puppy: _____
File #: _____ KY sales tax (6%): _____
Date of birth: _____ TOTAL: _____
Male or Female: _____ Deposit: _____
Color: _____ Balance Due: _____



Buyer's Name: _____
Buyer's Address: _____
Buyer's Email: _____
Buyer's Phone #: Home: _____ Cell: _____
Buyer's D.O.B.: _____ Buyer's DL #: _____



1. Twin Oaks Kennels, Sherry (White) Goodwin, shall hereinafter be referred to as the 'Seller'. The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the 'Buyer'.
2. The Buyer must have the puppy examined by a licensed veterinarian within 2 (TWO) days of receipt of the puppy excluding Sunday and holidays. A copy of the examination (vet report) must be sent (MAILED) to the Seller by e-mail or postal mail within four days of examination of the puppy. Failure to comply will render this guaranteed void.
3. 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. 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.
4. In the unlikely event of the death of the puppy within one year from its birth due to genetics, the Breeder shall replace the pet with another of equivalent value at no cost to the Buyer within 120 days. All conditions set forth in paragraph 15 apply.
5. 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.

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 cost, health certificate, shipping crate or any additional prices declared by the Buyer.
7. This guarantee is non-transferable. In the event this guarantee is exercised, the registration must be returned to the Seller.
8. All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings, or breeding ability.
9. The Seller is responsible for supplying the registration, *papers if applicable*. Registration papers for all registered puppies will be sent by regular mail or will accompany shipped puppies but could take up to six months. 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. This information includes, but is not limited to, breed, gender, color, date of birth, weight.
11. In the event of any litigation in connection with this contract, both the Seller and 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 Caldwell County, KY. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.
12. Transportation of the puppy is arranged by third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. 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.
13. The Seller disclaims any and all implied warranties of merchantability and fitness.
14. The 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.

We do not sell puppies on a trial basis ,so you must consider what you/your family will do if any allergy or temperament issues arise after the purchase of the puppy. We may take the puppy back pending available space, but no refund will be offered .

Limitations of One year guarantee

15. The Seller defines a one-year guarantee' period, herein referred to as from the puppy's date of birth. The dog must be in good physical condition. In the unlikely event said puppy is found to have a congenital or genetic defect that is life-threatening, a statement from 2 different licensed DVM's (Doctor of Veterinary Medicine) of buyer's choosing confirming such an event and case is required before any action will be taken by the Seller. Seller reserves the right to a third opinion of Seller's choosing to determine the congenital defect. If this guarantee is exercised and a replacement puppy is given, then the original puppy may be kept or returned to the Seller at the Buyer's expense. All shipping costs are paid by the Buyer. No replacement will be given if the female/male has been bred. All laboratory verification must be done by a licensed DVM. No replacement will be given if breeds that are known to be prone to hip dysplasia are overweight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide a 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 payment. This guarantee does not cover any of the following conditions: intestinal parasite (Coccidiosis, Giardia, 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., or Parvo. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. All dogs must not be over exercised during their growth period. Over exercising is as follow: running with the dog or jumping the dog before it's joints are mature enough to handle it. All the above-mentioned conditions must be met or 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. The owner is responsible for all transportation costs to and from the Seller. If within one year from the date of purchase from Seller, a dog is found and certified by two duly licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if the Seller is notified with two business days of the veterinarians' determination, the Seller will provide a replacement puppy of equivalent value. The Seller is not responsible for any veterinarian fees, shipping costs or any other associated costs. 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.

16. Deposits are placed on a puppy as a hold until total and full payment is collected at time that said puppy goes home. In the event of the buyer canceling the contract the deposit is then forfeited to the seller.

17. 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.

18. Any checks written to Shery (White)Goodwin or Twin Oaks Kennels that are returned for "insufficient funds" (Bad Check) will be charged returned fees of \$25.00 for each transaction. If this matter is not cleared in five (5) business days the matter will then be turned over to a collection agency, and all cost will be charged to the check signer.

I, the Purchaser of a puppy from Twin Oaks Kennels, 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 congenital or hereditary 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 Twin Oaks Kennels, Sherry White, and the buyer and no other terms or conditions shall be valid to this sale.

Buyer's Signature: _____

Seller's Signature: _____

Rep. for Seller: _____

Date of Sale: _____

Please print this contract, fill it out, and mail it with the deposit to:

(check or money order accepted)

**Twin Oaks Kennels of Fredonia
439 West White Sulpher Rd
Fredonia, Ky 42411**