

# KLINE KENNELS PURCHASE AGREEMENT

You are purchasing a family raised purebred Boston Terrier. The mother and father were carefully chosen for disposition, conformation, and health. Your puppy has been raised in a loving family and dog friendly environment as have their linage before them. Your puppy has been given the best care possible and is relying on you to continue in the manner he/she was brought up in to ensure you and your puppy the best life together possible.

## **RETURN POLICY:**

• In the event you are no longer able to keep the puppy/dog for any reason, the Buyer agrees to offer to the Seller the first chance to re-assume possession of the puppy/dog.

## PUPPY PROMISE:

- The Buyer agrees to maintain all veterinary care necessary for the care and health of the puppy and provide vaccinations and other customary procedures to assure good health and assumes sole financial responsibility for such care.
- The Buyer shall treat the dog with respect and dignity

throughout its life. The dog will not be crossbred, used for fighting, or any other purpose that would be detrimental to the breed of individual dog.

• The Buyer agrees to give said puppy the best of care both physically and emotionally and never sell or give this puppy to any Pet Shop, Pet Farm, Puppy Mill or any similar institution.

## **SELLERS WARRANTY:**

- I have the right to deny or cancel any sale at any time for any reason I see fit in the best interest of the puppy. If a deposit has been made and I have made the decision to cancel a sale, a full refund will be given.
- All puppies will be born and raised into a healthy, caring environment. Puppies will not be sold with any health conditions. The best of the seller's knowledge this puppy is in good health at the time of purchase. Your puppy has been tested and examined for many conditions to assure his/her health.
- Seller offers a 1 Year guarantee on your puppy if a condition is found to be the responsibility of the breeder.
- IF your puppy is not found to be in good health, Seller will resume possession if this is agreeable to both parties.
- Any condition that is minor, correctible or a breed related minor condition is NOT covered and no condition that could go away or is considered to be a condition which the puppy will grow out of is not covered in this agreement. Seller does not accept responsibility for contagious disease diagnosed after 3 days from the purchase date.
- Any condition that is caused due to neglect of Buyer such as: stolen, hit by a car, or exposed to an unsafe environment where a virus can be contracted before their full series of shots are acquired, is NOT the responsibility of the Seller.
- BUYER MUST HAVE THE PUPPY EXAMINED BY A LICENSED VETERINARIAN WITHIN 72 HOURS OF RECEIPT OF PUPPY AT HIS/HER OWN EXPENSE. FAILURE TO DO SO WILL NULL AND VOID ANY WARRANTY.

- Should the Buyer's veterinarian find any illness that indicates this puppy is NOT in good health, the Buyer shall immediately notify the Seller and may return the puppy with a written explanation from the examining vet stating it is not due to negligence on the Buyer's part and must also state his/her findings and diagnosis and that the illness was contracted before the date of sale and delivery, along with the puppy papers for a full refund of the purchase price. All medical expenses involved will be the Buyer's responsibility. If the Veterinarian finds the dog's condition to result from the Buyers neglect, abuse, or mistreatment, accident or general lack of care, this warranty is null and void.
- Under no circumstance will the Seller be held responsible for any veterinarian or other expenses for any reason what-so-ever after the purchase of the puppy.
- Seller is not responsible for any puppy death due to heat stroke, exhaustion, dehydration, or any other heat related conditions, low blood sugar (hypoglycemia), internal or external parasite, minor physical flaws, loose stools, coccidian, or any other condition that can be corrected with veterinary treatment.
- Although all puppies will be vaccinated Parvovirus, Distemper, Adenovirus Type 1 (hepatitis), Adenovirus Type 2, Parainfluenza and wormed against roundworms and hookworms. No guarantee will be given against those diseases due to their unpredictable nature.

## **GOVERNING LAWS**:

• This Agreement shall be governed by and construed in accordance with the laws of Ohio.

## **DEFINITIONS:**

- "Seller" is Kline Kennels and its employees, agents, associates, successors, assigns, and legal representatives under this Agreement.
- "Agreement" is this document in its entirety, including any addendums if applicable.
- "Affected" is the presence of 2 mutated copies of the same gene.

- "Total" is the total amount to be paid by Buyer to Seller.
- "Payment" is any Payment from Buyer to Seller.
- "Buyer" is the Buyer as defined on page 1.
- "Dog" is the Dog as defined on page 1.

#### ENTIRE AGREEMENT:

• This Agreement, along with all applicable Addendums, represents the entire Agreement between the parties. Seller and Buyer have made no other Agreements, contracts, promises, representations, or warranties, either expressed or implied.

Buyer and Seller agree to forego signatures for this Agreement. Buyer's Payment is hereby recognized as a representation of the Buyer's signature.

## Acknowledgement of Receipt

I acknowledge that I have received the Dog into my possession.

Date

Signature of Buyer

Date

Signature of Seller