



# Vom Banach K9 Puppy Warranty

## Terms and Conditions of Sale

First Name

Last Name

Address

City

State/Province

Postal Code

Country

US

Canada

Home Phone

Cell Phone

E-mail

Confirm E-Mail

Puppy Gender

Male

Female

Breeder recommendation

Sire

Dam

Airport Destination for Shipping

Second Choice Airport

Puppy Color Preference 1st Choice

Puppy Color Preference 2nd Choice

Puppy Color Preference 3rd Choice

Price

**A \$500 deposit** is required in order to reserve a puppy. Absolutely no cash refunds will be given for any reason. Deposits are non-refundable. No exceptions. All puppies must be paid in full by 5 weeks of age. If payments are not made in full the seller reserves the right to make the puppy available for sale and the received deposit will be forfeited. If for some reason you must transfer your deposit to another litter, notice has to be given to the breeder in writing by the time the puppy is 4 weeks of age. Otherwise it is non-transferable and considered liquidated damages for not allowing the breeder ample time to have placed the puppy within a reasonable time period. If for any reason a puppy remains after 8 weeks of age because a buyer can not accommodate a reasonable shipping / delivery / or pick up date set forth and agreed to by the buyer and seller, boarding fees at a rate of 30.00 per day will be charged.

Buyers Initials

Shipping costs are not included in the cost of the puppy and are calculated separately. Shipping costs are the responsibility of the buyer. Shipping cost of puppy with crate is typically \$650, price subject to change without notice. Call or email Julie Marlow for a price quote. If arrangements for shipping are not satisfied upon the agreed dates, the puppy will be considered abandoned. Seller reserves the right to then re-sell the puppy and any remaining balance/funds received will be forfeited as deemed necessary by the seller as liquidated damages. No refunds will be given for any reason. If the Buyer chooses to transfer his/her deposit, only one transfer will be permitted per deposit, and must be used within a six-month time period or before.

Buyers Initials

Personal checks, cashier's checks, or postal money orders will be accepted for deposits. Final payments may also be made in this form within 14 days prior to final sale. Final payments are to be made by the time the puppy is five weeks of age. A copy of a photo ID/state issued drivers license will be required by all buyers requiring shipment and must be accompanied with final payment.

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1. The puppy will have had first vaccine and will be wormed and micro-chipped. The original medical record will be provided for your puppy. As of the date of the Buyer receives the puppy, the puppy is guaranteed to be in good health and free of communicable diseases. The Buyer has 48 hours within acceptance/delivery of the puppy, to have the puppy examined at their own expense by a licensed veterinarian. Any claims must be made available to the breeder in writing at that time. Verification by a signed copy of a veterinary statement and proof of records will be required for any claims made against the health of the puppy. All veterinary records will be made available to the breeder in such an event.

2. The puppy will be free of crippling canine genetic hip dysplasia for the first year of life. Genetic crippling canine hip dysplasia is present within the first 12 months of age and can be seen by x-rays. Genetic canine hip dysplasia will be present in both hips and not just one. Subluxation or unilateral H/D (present in one hip only) is not warranted as this may be a result of injury, dietary deficiency, too much time left in a crate lying on one side, and overexertion during pertinent puppy raising time and development, which is the responsibility of the owner, and not the fault of genetics or the breeder. The puppy's hips must be x-rayed by a licensed or certified orthopedic veterinarian who is skilled at producing and positioning views for OFA evaluations at one year of age and without the use of sedation or anesthesia. X-rays taken or submitted before the 12 month from the date of birth will not be a consideration. The preliminary films must be dated and submitted to OFA at one year of age and within 30 days from the one-year date of birth on your AKC certificate. A duplicate copy of the x-ray on a CD disc or duplicate film will be submitted to the breeder by mail in addition to OFA.

Buyer's Initials

3. The Seller guarantees that the puppy will certify with OFA at no sooner than 24 months of age as excellent, good, or fair. This guarantee is binding only if preliminary hip x-rays were done on the puppy as directed in Section 2 of this contract. As well, the 24 months certifying OFA x-ray evaluations are also to be performed by a licensed or certified orthopedic veterinarian, who is skilled at producing and positioning views for OFA 24 month evaluations without the use of sedation or anesthesia. A duplicate copy of the x-ray on a CD disk or duplicate film will be submitted to the breeder by mail in addition to OFA. Dysplasia caused by obesity, dietary deficiency, raw feeding, or over exertion and other preventable reason also mentioned above in paragraph 2 is not warranted. Replacements on any puppies who are sold on either a limited or full registration are limited to one replacement puppy per original sales agreement, of the breeder's choice and from the soonest available litter.

If the hips do not certify as excellent, good, or fair, by the above terms and conditions of the hip warranty coverage and no other film is required by OFA, a puppy from a subsequent litter, of breeder's choice and equal value will be made available to the Buyer. The Buyer will provide to the Seller proof of spay/neuter as well as all AKC papers with signed transfer of ownership back to the Seller prior to receiving a replacement puppy. We do not require that you return your puppy, only proof of spay or neuter within 30 days of your dated letter of OFA results and return of AKC paperwork. Any puppy sold on a limited registration, or reduced price will be replaced only at half of the original value, and only if a signed hip warranty was given at the time of sale. The Buyer will be responsible for any differences in the price of the replacement puppy from any litter above this amount.

Buyer's Initials

4. All Vom Banach K9 puppies are microchip implanted free of charge prior to leaving our facility. The Buyer agrees to complete the provided Microchip Registration Enrollment Application form with AKC Reunite (formerly AKC Animal Companion Animal Recovery) program provided in the original health records and go home packet within 48 hours of acceptance of their puppy at the buyers expense. The buyer will send a copy of the proof of transfer of the registration and enrollment confirmation by email or mail back to the breeder.

The Buyer is aware that the AKC Registration Application (your puppy's AKC Papers) will not be provided for any reason until proof of Microchip Enrollment Registration has been received by the breeder. Failure to register your puppies Microchip Registration Application will result in the delay of receiving your puppy's AKC Registration papers as well as possible late fees incurred by AKC for late registration at the buyer's expense.

Buyer's Initials

5. If a dog that is subject to this contract is bred and becomes pregnant prior to 24 months of age and/or without OFA Certification, this contract becomes null and void. If the dog is spayed or neutered before 24 months of age that hip warranty is null and void. Spaying and neutering before 24 months of age does not allow the animal to reach full gender development affecting the hormone levels needed and may lead to the improper growth and development of healthy hips and joints.

**6. NO WARRANTIES ARE GIVEN FOR THE TEMPERAMENT OR THE FITNESS OF THE ANIMAL FOR ANY SPECIFIC INTENDED PURPOSES.**

7. Reproductive development and capability is not warranted.

8. This contract applies to the original purchaser and is non-transferable.

9. If the puppy/dog that is the subject of this contract ever shows evidence of neglect or abuse at any time during its life, ownership and title to said puppy/dog will revert immediately to the Seller. Abuse and neglect will be determined by governing agencies i.e., law enforcement or animal control agencies. In the event buyer can no longer keep the puppy/dog, the breeder will be notified and has first right of refusal. This puppy/dog in its lifetime will never be given away or sold without first contacting the breeder. The puppy will never in its lifetime be relinquished to an animal shelter, Humane Society, dog pound, or animal rescue facility, or any other type of animal relinquishment facility for any reason. In the event Buyer does not comply with this agreement the Seller may be awarded up to the original purchase price of the animal in addition to the cost of recovery of the animal including legal fees, and transportation expenses.

Full Signature of Buyer Required

Date

10. The Buyer is responsible for all costs of shipping and/or transportation including but not limited to crate, health certificates, airfare, and transportation to and from Vom Banach K9. This applies to both the original purchase, or a replacement puppy.

11. The Buyer agrees any puppy or dog purchased from Vom Banach K9 will never be tied out or traveled in any way in the open back of the vehicle or bed of a truck. Buyer is aware that any such act will be considered animal cruelty and willful endangerment, and will result in prosecution by governing agencies.

12. This contract is agreed upon by both Buyer and Seller and both will retain a copy for his/her records at the time of final sale.

13. The Buyer hereby releases the Seller from any and all liability arising out of the sale, raising, or training of the above mentioned puppy/dog. The Buyer further expressly agrees to indemnify and hold harmless the Seller with respect to any alleged liability or liabilities that the Seller may be charged with including the tendering of defense to the Seller, by the purchaser in the event litigation by reason of the activities raising or training of the dog/puppy.

14. The Buyer agrees the above-mentioned puppy's name shall include on any and all registries submitted to AKC or other clubs and memberships the name ending in VOM BANACH. This name will be submitted in all entries to any clubs or organizations, and for recognition of titles received. If the Buyer registers this puppy with AKC and does not include VOM BANACH in the registered name this contract will become null and void.

Buyer's Initials

**15. ANY AND/OR ALL CONTROVERSIES AND OR DISPUTES ARISING UNDER THIS CONTRACT ARE SUBJECT SOLELY AND EXCLUSIVELY TO THE LAWS OF THE STATE OF WASHINGTON.**

**16. THE PURCHASER HAS READ ALL OF THE FOREGOING AND UNDERSTANDS AND AGREES WITH THE ABOVE PROVISIONS, AND ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS AGREEMENT.**

Addendum if Any

**I have read and understand all of the foregoing sections numbered 1-16 of this Agreement. I agree to be bound by the signature I affix below.**

Buyer Print Name

Date

Full Signature Required

Julie Marlow, Owner-Breeder, Vom Banach K9

Date

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To be completed by Vom Banach K9

Microchip Number

AKC Number

Date of Birth

Date of Transfer