

4. Puppy is believed to be in good health and will be up to date on vaccinations by the time it is picked up by the new owner.
5. For purposes of this agreement, buyer, at buyer's sole expense, may have the puppy examined by a veterinarian of buyer's choice. If the veterinarian discloses in writing which is signed by the veterinarian and provided to the seller, any problem with the health or temperament of the puppy within 72 hours of signing of this contract or receipt of puppy, buyer may be eligible to return puppy, at buyer's expense, for a partial refund of the purchase price (the deposit is non-refundable), less any shipping expenses paid by seller. Thereafter, buyer's right to refund, as set forth in this paragraph, will terminate. Seller is not liable for any costs incurred by buyer for any treatment rendered as a result of said problem.
6. This Bill of Sale and Purchase Agreement, as well as those documents that have been incorporated by reference therein, represent the entire agreement between buyer and seller. No agreements or promises, verbal, written, implied or otherwise are intended or included unless specifically set forth in this written agreement.
7. Buyer is aware of the risks and responsibilities of owning, raising, and caring for a puppy as well as those risks and responsibilities of owning and caring for an adult dog. Buyer also understands that seller has socialized puppy, the buyer must maintain socializing throughout puppy's lifetime, and that seller offers no further guarantees on temperament of puppy.
8. Seller represents that both the sire and the dam of puppy were x-rayed by competent veterinarians and found to be free of hip and elbow dysphasia and are "hip and elbow certified".
9. No other health guarantee is given except for the hip guarantee. X-raying the hips must be done after the puppy is 12 months and before 13 months and before breeding to qualify for this guarantee. Buyer must notify seller within forty-eight (48) hours of said examination to request a replacement puppy. **NO REFUND OF THE PURCHASE PRICE, COSTS OF RAISING, CARING FOR, TREATING OR DIAGNOSING PUPPY OR ANY OTHER DAMAGES INCURRED AS A RESULT OF SAID HEREDITARY DISORDER WILL BE ISSUED FOR ANY DAMAGES INCURRED UP TO THE DATE OF DIAGNOSIS OR IN THE FUTURE FOR THE REMAINDER OF THE PUPPY'S LIFE.** The puppy must be spayed or neutered, with proof of altering given to seller prior to receipt of a replacement puppy of similar quality, selected at seller's discretion, will be provided as soon as one becomes available. No warranties are given as to the replacement puppy's health or temperament. If puppy is used heavily for Schutzhund training, obedience training, or any other strenuous activity (including rough play or over-conditioning) prior to turning (13) months of age, puppy may develop environmentally induced dysphasia or other joint or ligament problems, which would NOT BE covered under this paragraph or in any part of this agreement. Buyer understands he/she does not have to accept a replacement puppy. If buyer declines replacement puppy, buyer's right to a replacement puppy will be void and seller is under no further obligation.
10. If conditions arise pursuant to paragraph 9 of this agreement, seller may request that buyer produce the puppy for an examination by a licensed veterinarian of seller's choice. Seller shall pay for the cost of this exam.
11. Buyer agrees to maintain puppy in good health by providing preventative health care, including, but not limited to, vaccinations and treatment for parasites.
12. Buyer understands and agrees to hold seller harmless from any and all claims resulting from injuries, losses and damages of any kind, including, but not limited to direct, special or consequential, which may arise out of, or result from, any act of puppy and/or buyer.
13. Buyer agrees that if he/she is unable to keep puppy, buyer will not sell, give away, or otherwise dispose of puppy without first contacting seller. This does not imply a financial commitment on the part of the seller
14. This contract applies to the parties described herein and is not transferable to any other party.

15. Buyer agrees that any cost associated with the delivery or return of puppy or replacement puppy is at buyer's sole expense.
16. Buyer and seller agree that in any legal action or proceeding arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
17. Should either buyer or seller take any legal action to enforce any part of this contract, action shall be initiated in the state of Washington, City of Spokane.

Buyer acknowledges that buyer has carefully read and fully understands this agreement and agrees to each and every term set forth herein and further acknowledges that seller has given buyer fully executed copy of agreement.

Executed On: _____ **In:** _____

Buyer: _____ **Signature:** _____

Seller: _____ **Tammey Tilton** _____ **Signature:** _____