

Health Warranty, Purchase Agreement Contract

This contract is between The Noble Berner and (Hereafter "Seller") and:

(Hereafter "Buyer") and is entered on this date:

Pertaining to:

Puppy Name:	Birthdate:	Gender:
Sire:	Dam:	Chip:

Seller's Responsibility:

1. The seller guarantees that the puppy is in good health (minus potential intestinal parasites) and has received the following things:
 - A. Age-appropriate immunizations
 - B. Subcutaneous microchip
 - C. Deworming
 - D. Health certificate (available at the time buyer takes possession)
2. The seller provides warranty against debilitating congenital defects for a period of one (2) year after the date of sale. And only against genetic diseases testable at time of sale.
 - A. Seller guarantees all possible steps have been taken with sire/dam selection and breeding to prevent hereditary issues.
 - B. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent

the puppy from fulfilling the intended purpose for which it was purchased.

- C. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if patient dies).
 - i. Buyer must supply any requested veterinary records related to condition to the seller within seven days of diagnosis.
 - ii. Seller has the right to require a second opinion from a veterinarian and/or veterinary specialist of the seller's choice at the seller's expense.
 - iii. If necropsy is performed and results in undetermined or inconclusive diagnosis, warranty is void.
- CI. If congenital defect is identified within warranty period the buyer has the option to obtain a replacement puppy of equal or lesser value from an available litter at the discretion of the seller.
 - i. Original puppy need not be returned provided there is proper documentation of congenital issue.
 - ii. Breeder determines which puppy (of equal or lesser value) will be used as a replacement and the wait could be as long as 6-12 months.
 - iii. Size or gender is not guaranteed
 - iv. Shipping fees will not be refunded and any costs associated with shipping replacement puppy are to be covered by buyer.
- CII. If the puppy is euthanized or in any way disposed of, without a second opinion from the seller's veterinarian, the buyer waives all rights to a replacement puppy.
- CIII. This warranty does **not** include viral illnesses, infections, improper bites, stress related illness, hernias, heart murmurs up to 2/6, entropion, undescended testicles up to 6 months, orthopedic injuries or dysplasias, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food, flea/tick meds, chemicals or physical injury.
- CIV. No warranties or guarantees, expressed or implied, are made under this contract except as stated.
- CV. This warranty is non-transferable.

- 3. It is to be clearly understood, that the Breeder does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense.

Buyer's Responsibility:

1. The buyer agrees to pay seller a total sum of \$_____. This fee does not include shipping.
2. The buyer bears all costs relating to the sale of the above animal, including transportation. The risk of loss or injury to the above animal is on the buyer at all times after the puppy leaves the seller.
3. The buyer agrees to have the puppy examined by a licensed veterinarian within **seven business days** of taking possession.
 - A. If the puppy is found to be in poor health, the buyer has the option of returning the puppy to the seller, at buyer's cost, for a full refund.
 - B. The buyer will provide a written statement from a licensed veterinarian clearly stating defect or illness.
 - C. If the puppy is not taken to a licensed veterinarian within the seven business days, the health warranty is void.
 - D. Please ensure that the puppy is kept in a kennel or held in the waiting room of a veterinary office, and that exam room is properly disinfected before appointment.
 - E. Do not let puppy walk on the floor in the veterinary office and ensure the room was cleaned prior to putting your puppy on the table. I recommend bringing a clean towel or blanket with you.
4. The buyer is responsible for all medical expenses associated with the treatment of intestinal parasites if puppy is diagnosed with them (even if puppy has parasites present when sent home).
 - A. **If you are not willing to treat puppy parasites (sometimes more than one treatment is needed), then please do not buy a puppy.**
 - B. It is common for puppy parasites to flourish after joining their new family (stress and change accommodate this).
 - C. Most parasites can be contagious and it is possible that other dogs in the house can get them.
 - D. Do not let your other dogs eat the puppy's feces and clean it up immediately using proper cleaning chemicals.

5. The buyer agrees to provide the best possible care for their puppy. This includes but is not limited to:
 - A. Housing the puppy indoors
 - B. Feeding only a premium quality complete food intended for dogs
 - C. Maintaining their puppy at a healthy weight
 - D. Having their Bernese examined by a licensed veterinarian annually
 - E. Keeping all immunizations current according to the guidelines of the American Veterinary Medical Association
 - F. Administering heartworm preventative medication (if living in an area of concern)
 - G. Registration of microchip
6. The seller highly recommends providing basic obedience training with their puppy within the first year of owning their dog.
7. The buyer agrees to postpone strenuous forced exercise until after their is over one year of age (80% of hip dysplasia is caused by improper exercise. This includes running with your puppy, biking, treadmills, using stairs to exercise, strenuous hikes, etc).
8. The buyer agrees to contact seller immediately if the buyer determines they are unable to keep their puppy for any reason. The buyer and seller will determine how the dog will be rehomed.
9. The buyer agrees to **never** place their puppy with a rescue group, in a shelter, pound, or similar facility or research laboratory.
10. Buyer agrees to keep the puppy with the agreed upon registered name with the Prefix Noble Berner followed by the name chosen upon penalty of \$5,000 if the registered name is altered without specific written consent of Seller.
11. **Buyer agrees to wait to have puppy desexed until a minimum of 18 months unless hormone sparing options are selected such as a vasectomy or ovarian sparing spay.**
12. Buyer understands puppy is not sold with breeding rights and that there is a penalty of \$25,000 per litter or \$4,000 per puppy whichever is greater. As well as the right for the breeder to seize the dog back due to breaking this contract.

Mediation:

Seller and Buyer agree to mediate any dispute or claim arising between them out of this contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

This contract shall be deemed a legally binding contract and is under the jurisdiction of Franklin County in the State of Pennsylvania.

I have read the above warranty and agree to all terms and conditions.

Name:

Address:

Phone #:

Email:

notes:

Buyer Signature : _____

Date : _____

Seller Signature : _____

Date : _____