



PUPPY SALES AGREEMENT AND HEALTH GUARANTEE

This agreement is made on ___/___/___ and between Moonlight Berger Blanc Suisse (“Breeder”) and _____ (“Buyer”) (collectively “the Parties”) and this contract verifies the sale and transfer of ownership of the following **Berger Blanc Suisse** puppy/dog (“the Puppy”):

Breed: Berger Blanc Suisse

Sex: _____

Whelping Date: _____

Litter FCI Number: _____

Litter UKC Number: _____

Price: _____

Ownership Type: _____

Sire: _____

Sire Country of Origin: _____

Sire FCI Number: _____

Sire UKC Number: _____

Dam: _____

Dam Country of Origin: _____

Dam FCI Number: _____

Dam UKC Number: _____

DEPOSIT:

A non-refundable deposit of \$500.00 is required to be paid by Buyer to Breeder in order to hold a puppy from the litter described above. This deposit shall be applied to the purchase price of the Puppy. In the event that Buyer determines that they are unable to take possession of a puppy from the above-described litter, Buyer, upon written request to Breeder may have this deposit transferred to a future litter.

REGISTRATION:

To ensure the future health and well-being of the Berger Blanc Suisse breed, Breeder registers all litters with the Fédération Cynologique Internationale (“FCI”), United Kennel Club (“UKC”), or both.



Breeder agrees to provide Buyers of puppies sold under a “show” ownership type with full registration papers from FCI and/or UKC immediately upon receipt of such registration papers from FCI and/or UKC.

Breeder agrees to provide Buyers of puppies sold under a “pet” ownership type with full registration papers from FCI and/or UKC immediately upon receipt of proof that the puppy has been spayed or neutered. Such proof must be submitted to Breeder, in writing, within twenty-four (24) months of the date of Buyer taking possession of the Puppy. Puppies sold under a “pet” type ownership must be spayed or neutered within twenty-four (24) months of the date of Buyer taking possession of the Puppy. In the event that Buyer does not submit written proof of spay/neuter to Breeder within twenty-four (24) months of taking possession of the Puppy, the sum of \$1,000.00 shall immediately become due and owing from Buyer to Breeder and this agreement shall automatically convert to a “show” type ownership. A paid and dated receipt/invoice for spay/neuter from a licensed veterinarian shall constitute written proof of such services being performed.

HEALTH GUARANTEE:

Breeder has made every effort to provide the purchaser with a healthy puppy that is guaranteed to be in good health at the time purchaser takes ownership. Such efforts include but are not limited to testing the Sire and Dam of each litter for genetic abnormalities prior to breeding. In addition to testing for genetic abnormalities, Breeder may submit radiological imaging to the Orthopedic Foundation for Animals (“OFA”) for evaluation of potential orthopedic abnormalities. Breeder agrees to provide Buyer with the results of said genetic testing and OFA evaluations immediately upon payment of the above-described deposit. Breeder guarantees that the Puppy has been provided with all age-appropriate vaccinations and deworming and shall be examined by a licensed veterinarian prior Buyer taking possession of the Puppy and that vaccination/de-worming records and the veterinarian’s certificate of health, stating his/her medical findings for the Puppy, is included in Buyer’s purchase paperwork.

The Puppy is guaranteed for seventy-two (72) hours from the date Buyer takes possession from all health defects of any kind other than those health defects which may be caused by improper treatment, handling, and/or nutrition. The Puppy is guaranteed for fourteen (14) months from the date of birth against deleterious life-threatening congenital defects. The Puppy is guaranteed for the life of the Puppy to be free from hip and elbow dysplasia.

If a deleterious life-threatening congenital defect, hip dysplasia, or elbow dysplasia is attested to by a licensed veterinarian, the breeder will replace the puppy with another puppy of same breed, quality, and price, upon return of the Puppy to Breeder. In the event Buyer desires a puppy from a litter that is priced higher than what the buyer paid; Buyer will be responsible for the difference in cost. Breeder must be notified at the upon discovery of the health defect, in writing, with a



report from the veterinarian. In addition, Buyer must authorize the veterinarian to speak with Breeder, in detail about any issues and to release all medical records in relation to the Puppy. The replacement puppy will be subject to availability. In the event that Buyer notifies Breeder of their desire to have the Puppy replaced due to deleterious life-threatening congenital defect, hip dysplasia, or elbow dysplasia, Breeder agrees to notify Buyer of the next planned litter prior to offering any puppies from that litter to any other prospective buyers. Buyer shall have three (3) business days from the date of said notification to inform Breeder, in writing, of their intent to have the Puppy replaced.

In order to remain eligible for the above-described health guarantees, the Puppy must be examined by a licensed veterinarian, at Buyer's expense, within three (3) business days of taking possession of the puppy. If this puppy is found to have a hereditary life threatening congenital/genetic defect at that time, a replacement puppy of equal value will be offered from the first available litter, provided that the breeder is notified within three (3) business days of the veterinary exam and provides the breeder with a signed letter from the licensed veterinarian on official letterhead stating the exact defect or health problem.

In order to remain eligible for the above-described guarantee regarding hip and/or elbow dysplasia, the Puppy must be x-rayed at two (2) years of age, or sooner if symptoms present, with such x-ray imaging submitted to OFA for evaluation and certification. Buyer must submit to Breeder all OFA reports within three (3) business days of receipt of such reports.

Absent fraud or negligence on the part of Breeder; Buyer agrees that Breeder is not responsible for any veterinary bills incurred by Buyer after taking possession of the Puppy.

CHOICE OF LAW:

The Parties agree that this agreement shall be governed by the laws of the State of Colorado. The Parties further agree that any disputes regarding this agreement shall be resolved by a court of competent jurisdiction within the State of Colorado.

SEVERABILITY:

If a court of competent jurisdiction declares any provision of this Agreement unenforceable, the remaining provisions shall be enforced as though this Agreement does not contain the unenforceable provisions.

NOTICES:

Written notices to any Party shall be deemed to have been submitted on the date that they are sent.



Written notices to Breeder shall be delivered as follows:

Email: moonlightbergerblanc@yahoo.com

Written notices to Buyer shall be delivered as follows:

Email: _____

SIGNATURES:

Breeder:

Joshua Huckabay - Moonlight Berger Blanc Suisse

Date

Buyer:

Date