

## Moore Newfies Purchase Contract & Health Guarantee

This agreement is between Sarah Moore dba Moore Newfies, (Seller), 66345 HWY 330 E, Collbran, CO 81624, (970)560-0683 [moorenewfies@yahoo.com](mailto:moorenewfies@yahoo.com) and:

(Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

It is agreed between Seller and Buyer as follows:

### 1. DESCRIPTION OF DOG

The dog sold pursuant to the terms of this agreement as follows:

Breed: Newfoundland

Sex: \_\_\_\_\_

Whelped: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Registered name of puppy/dog: \_\_\_\_\_

Microchip Identification Registration Number: \_\_\_\_\_

Buyer is required to and responsible for registering the dog's microchip identification and paying the registration fee.

At Moore Newfies our goal and desire is that each puppy/dog be placed in homes that are well equipped to care for a Newfoundland.

### 2. PURCHASE PRICE, DEPOSIT AND PAYMENT TERMS:

Ownership of the puppy/dog will be transferred to Buyer for the sale price of (\$ \_\_\_\_\_)USD, and is to be paid as follows: \$200.00 as non-refundable deposit on the execution of this agreement with the remaining balance to be paid on or before puppy/dog leaves Seller's premises. If the balance is not paid on or before the scheduled pickup date this agreement shall be canceled and the Buyer forfeits the deposit unless Seller agrees in writing to different terms. If the entire purchase price is not paid by the scheduled pick up date or if the Seller has not agreed

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

in writing to different terms, the puppy/dog you have chosen immediately becomes available to other potential buyers.

### 3. SCHEDULED PICK UP DATE:

Buyer shall pick up the dog on (date)\_\_\_\_\_;

### 4. SELLER'S WARRANTIES

The Seller is making no warranties, guarantees or representations, express or implied, other than the warranties, guarantees and representations contained in this agreement.

- a) **HEREDITARY GENETIC DEFECTS:** Seller warrants that the dog is free of hereditary genetic defects of the heart, liver, kidneys, and lungs that will result in death or that render the dog unsuitable as a pet. The defect must be identified by a licensed veterinarian and stated in a written certification within to three years of the birth of the dog. The seller does not warrant against any other hereditary defects including, but not limited to eye defects, hearing defects, and other non-life threatening genetic defects. This guarantee is for life threatening illnesses resulting from a genetic defect only.
  
- b) **HIP DISPLASIA:** Seller warrants that the dog is free from hip dysplasia. The hip dysplasia must be identified by a licensed veterinarian and stated in a written certification within to three years of the birth of the dog. If hip dysplasia is detected, x-rays must be sent to Seller's veterinarian for review and the hip rating must be severe, resulting in a hip replacement or euthanasia. This hip/joint warranty will be void if the dog is overweight, was fed a food that did not meet Seller's specifications, was free fed, spay/neuter requirements were not followed, or has suffered from an injury that caused or exacerbated the dysplasia. If the animal has been evaluated at one year of age or less and diagnosed with severe hip dysplasia, the dog must be re-evaluated at 24 months and an official OFA certification must be obtained. If OFA gives a rating of severe at 24 months, a replacement puppy will be provided by the Seller.
  
- c) **VACINATIONS AND OVERALL HEALTH:** Seller warrants that the dog is current on vaccines (shot records will be included in the packet Buyer receives upon taking possession of the dog), and that the dog has also been dewormed prior to delivery to Buyer. Seller warrants that the dog is in good health at the time of delivery. This warranty of good health is contingent upon the Buyer having the dog examined by a licensed veterinarian within 72 hours of the delivery of the dog to the buyer and Buyer notifying the Seller of any health issues identified within the 72 hour period.
  
- d) **BUYER'S REMEDIES UNDER WARRANTIES IN THIS AGREEMENT:** If life threatening genetic issues covered in paragraph 4 a., or dysplasia as covered in 4 b. are identified before 3 years of age, then the Buyer may elect to keep the dog, therefore waiving the Seller's warranties under this contract. The Buyer may elect to return the dog for a replacement dog. Seller will provide a replacement dog of her choosing from future litters but cannot guarantee that a dog of the same parents or a dog of similar coloration will be available as a replacement. No cash refunds will be given. Buyer is responsible for costs to return a dog and for the pickup of the replacement dog at the Seller's place of business.

In the case of death of the dog during the warranty period, the Buyer must provide veterinarian reports establishing the cause of death and the Seller reserves the right to obtain a second opinion as to the cause of death or illness before honoring a warranty in this agreement.

Buyer's Initials\_\_\_\_\_

Seller's Initials\_\_\_\_\_

Seller is not responsible for veterinary bills or treatment expenses related to warranty claims under this agreement, Buyer's sole remedy is a replacement dog.

5. BUYER'S CARE REQUIREMENTS:

- a) The puppy/dog is sold as Pet Quality, the Buyer agrees to have the puppy/dog spayed/neutered no younger than 18 months of age unless another agreement has been reached and the Buyer has the Seller's written consent. There are health benefits for the dog in delaying their spay/neuter age, they have better growth and development with healthier joints, and they are less likely to develop several different types of cancer later in life. If Buyer has in fact purchased a puppy/dog with the intent to breed, the animal must first reach two years of age and be OFA hip, heart, elbow and patella certified 'normal', as well as cystinuria clear, showing the dog is in fact a good breeding animal. Seller does not guarantee size, color, coat, un-descended testicle, under-bite or over-bite, nor fertility once the puppy has left our premises. Seller does not warranty against hypoglycemia, umbilical hernia, or retained puppy teeth once the puppy is brought into your environment.
- b) Puppies under 16 weeks of age have an immature immune system as they have not received all of their vaccinations, Buyer must follow up and finish the inoculation schedule recommended by Seller and/or Buyer's own vet. Keep in mind that socializing should not be introduced until at least 16 weeks of age and all shots have been done. When you take your puppy to the vet for their shots don't place them on the ground or let them touch anything. Puppies lick and chew on everything and a veterinarian's office is like a hospital, you do not want your puppy to be exposed to more than absolutely necessary.
- c) The puppy/dog shall be fed high quality dog food as this is what is most beneficial to the animal. Puppy food can be fed until the animal is 12-16 weeks of age at which point they must be carefully transitioned to a Large Breed Adult food containing both glucosamine and chondroitin; your veterinarian can give you specific instructions on how to safely perform the transition. If you do not switch your puppy to adult food at this time this contract will be null and void because you can cause rapid growth injuries by not having the proper nutrient levels to support a giant breed. Newfoundland's are to be fed 2-3 meals a day, free feeding is not an acceptable feeding method and is proven to cause joint and other health issues in large and giant breed dogs. Newfoundlands are not giant garbage disposals and feeding any dog low quality food and can wreak havoc on their health. Think of cheap dog food like a fast food restaurant, you can only handle so much of it before you have serious health issues. If the puppy/dog is not fed high quality dog food this contract is null and void. There are several things that determine the life span and longevity of a Newf, good genetics won't compensate for poor environment and nutrition. Plain organic yogurt, free range organic chicken eggs, cooked meat, raw beef/elk/deer bones, organic cottage cheese, and potatoes are all acceptable foods to prepare for your dog at home. Here is a list of food brands that are approved by Seller: Nutrisource (chicken & rice), Eagle Pack, Fromm Family, Exclusive (chicken & brown rice), and Victor Performance
- d) This contract is valid only for the original purchaser and is non-transferable to a second party. If the puppy is transferred to another owner at any time the contract is null and void. This contract is null and void if any of the terms and conditions are not fulfilled.

6. BUYER'S AGREEMENTS

- a) Buyer agrees to maintain this puppy/dog in good health, provide routine preventative health care including, but not limited to; inoculation, proper training and exercise, treatment of internal and external parasites, heartworm preventative medication, support in emotional development, as well as excellent nutrition.

Buyer's Initials\_\_\_\_\_

Seller's Initials\_\_\_\_\_

- b) Buyer further agrees to provide proper exercise as indicated in order to maintain this puppy/dog in proper weight and physical shape. A proper diet consists of top-quality puppy/dog food and supplements including Nova Animal probiotics as well as Grizzly Wild Caught Salmon Oil.
- c) Buyer agrees Seller may repossess dog upon evidence of neglect and/or abuse at no expense to the seller.
- d) The Buyer agrees to maintain preventative care of the puppy/dog in regards to hip dysplasia, such as proper nutrition, proper exercise, and preventing stress injuries (i.e. not allowing the puppy/dog to jump from heights taller than itself at the shoulder, no forced exercise such as running until at least 18 months of age.) It is detrimental to the health of a Newfoundland to be over weight, you should always be able to feel a little bit of backbone and some ribs, your veterinarian can help you confidently determine what this will feel like for your specific dog
- e) The Buyer agrees that he/she is not acting as or in part of, an agent in the purchase of this puppy/dog and that the Buyer will not sell this puppy/dog to a pet store.
- f) Buyer agrees that this puppy/dog is NOT to be LEFT IN A BACKYARD OR KENNEL ONLY. This puppy/dog is sold with the understanding that it is to go to carefully selected parties and that Buyer AVOWED the puppy/dog would become a member of the family. (This is to assure proper development and maintenance of the temperament for which the Newfoundland was bred.)
- g) Seller strongly recommends that Buyer attend obedience classes WITH puppy/dog and provide proper socialization opportunities for puppy/dog. Do not introduce the animal to public grounds until puppy/dog is fully protected with vaccines and has had the approval from Buyers veterinarian to do so. Even then be very careful not to expose the animal to high traffic areas as vaccines are only preventative, they are not a guarantee that an animal will not contract a disease.

7. GENERAL

- a) Buyer agrees to allow Seller the right of first refusal should Buyer decide to sell, relinquish or transfer puppy/dog.
- b) Should Buyer choose to break any of the covenants of this Contract, the Contract will be considered null and void, and Seller will have the right to repossess puppy/dog with no cost to seller and no refund of monies.
- c) Seller offers advice and Seller's experience with this breed to assist you with any questions or concerns regarding your puppy should any develop.
- d) Buyer and Seller have agreed to this Contract and understand the terms and conditions of the contract. Buyer also understands and agrees that laws applying to disputes arising under this contract is the law of the State of Colorado. It is agreed that the jurisdiction and the place of venue shall be in Mesa County, Colorado.

8. NOTES

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Buyer's Initials\_\_\_\_\_

Seller's Initials\_\_\_\_\_

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7. BUYER’S UNDERSTANDING

- a) Buyer agrees that he/she understands this contract fully, and will comply with this contract.
- b) This signed (no electronic signatures will be accepted) contract may be scanned, mailed or emailed, then signed by the other party, scanned again, then stored electronically and still be considered “good”.

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SELLER’S signature and date

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BUYER’S signature and date

Buyer’s Initials\_\_\_\_\_

Seller’s Initials\_\_\_\_\_