

Terms and Conditions

Deposit, Payment of Purchase Price, Fee

Buyer (Undersigned) has paid a deposit of \$_____ to Seller (Undersigned) with payment of the balance of \$_____ due upon release of the Dog to Buyer.

Payment in full must be made prior to Buyer taking ownership of the Dog. Payment of the balance must be made by cash, cashier's check, money order, Venmo, or any other mutually agreed upon manner.

Buyer acknowledges and agrees that Buyer will forfeit the deposit and any rights to the Dog if:

- (a) Buyer fails to complete the purchase of the Dog for any reason, or
 - (b) Buyer fails to pay the balance of the Purchase Price within the day of the agreed Delivery Date.
- In either event, Seller shall be free from all obligations herein and able to sell the Dog to another party.

In the event that the Dog is not available on the Delivery Date due to sickness, death, or any other circumstance owing to the fault of the Seller, Buyer's deposit will be refunded.

Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the legal and true owner of the Dog and that Seller has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

Known Disease or Disability

The following representation and conditions apply to the aforementioned Dog. Seller guarantees that the Dog is free of life threatening diseases or disabilities (including but not limited to heart murmurs, parvo, ect.) for 72 hours after delivery to Buyer. Buyer has 72 hours after delivery to have the Dog examined by a licensed Veterinarian. If, as a result of the examination, the Veterinarian determines that the Dog is not in good health, then Buyer may: (1) Elect to keep the Dog; or (2) Elect to return the Dog to Seller for a refund or replacement, at Seller's discretion. If Buyer elects to return the Dog, Buyer shall, within 7 days after the date of the signing of this contract, send to Seller by certified mail, written certificates by two different veterinary practices stating that the Dog was ill when examined. Upon the receipt by Seller of said certificates, Buyer shall be obligated to return the Dog, Seller shall be obligated to refund the purchase price of the Dog or provide another Dog at the Seller's discretion, and further performance under this contract shall be null and void. Buyer shall be solely responsible for all costs and related expenses of returning the Dog to Seller. Should Buyer decide to keep the Dog, he or she forfeits all claims and shall be solely responsible for any and all future costs or veterinarian bills for the Dog.

Duty to Maintain

Buyer agrees to keep the Dog in good physical condition with regularly scheduled vaccinations, worming, flea, tick and heartworm prevention and to provide proper shelter, exercise, freshwater and dog food. Buyer agrees to maintain the Dog on Life's Abundance holistic dog food, purchased from link at the bottom of this contract without lapse to ensure proper health, growth, and the overall well-being of the Dog. Seller intends to ensure the healthy development and proper nourishment of the Dog and avoid ailments associated with vitamin deficiencies through premium holistic dog food. In the event that Buyer fails to provide Life's Abundance holistic dog food commencing on the Delivery Date, Buyer shall have no relief under the terms of this Agreement for any disease or disability sustained by the Dog.

Warranty - Hereditary Defects

If Buyer complies with all of the terms contained within this agreement, including those in the above section "Duty to Maintain," Seller guarantees the health of the Dog for two years of life against genetic hereditary life-threatening genetic defects involving the heart, liver and kidneys. Life threatening is defined as a genetic abnormality or disorder that eventually cause the early death of the Dog by: (1) Lowering the life expectancy of the Dog to less than 5 years either by the progression of the generic abnormality or disorder; or (2) By recommended euthanasia by a licensed veterinarian unless extensive medical care and surgery are performed beyond the cost of the Dog. This guarantee is valid for the first two years of life only, and all claims must be submitted before the Dog's second birthday. If during this time frame, a replacement Dog is deemed necessary due to an identified genetic life-threatening defect, the replacement will be a dog of lesser or equal value, unless Buyer prefers to pay the difference for a more valuable Dog. In the unlikely event of the death of the Dog occurs, a necropsy must be performed by a licensed veterinarian and a copy of the report provided to Seller for review by Seller's veterinarian before determining if a replacement is to be made. If our veterinarian concurs that the Dog passed away due to genetic defect, Seller will replace the Dog as soon as one is available. All expenses are at Buyer's expense including the licensed veterinarian tests, professional diagnosis and necropsy, if applicable, as well as the return shipping and shipping of the replacement puppy. If the Dog becomes ill and the owner has the Dog euthanized without Seller's prior consent, no replacement will be made. If Buyer declines the replacement puppy, Buyer indemnifies Seller from any and all further claims, obligations or duties under this Agreement. Again, **SELLER SHALL NOT BE RESPONSIBLE FOR MEDICAL EXPENSES OR OTHER COSTS THAT BUYER HAS INCURRED.**

This guarantee **does NOT** cover any costs associated with spaying or neutering, not does it cover injury or death from any routine surgical procedure. Further, this guarantee does not cover any of the following conditions or minor flaws: coccidiosis, giardia, hypoglycemia, kennel cough, pneumonia, ear mites, ear infections, skin mites, mange (sarcoptic demodectic or cheyletiella), cherry eye or any other non-life-threatening eye, skin, or tissue issues, allergies, over or under bites, herniations, a non-life-threatening open fontanel, non-life-threatening bone or joint disorders including but not limited to luxating patellas and heart murmurs that are not life threatening. Seller cannot guarantee the Dog's health against any illness or opportunistic parasite brought on by stress of moving (to Buyer's home), shipping, or motion sickness brought on by being transported. This stress can result in illnesses or opportunistic parasites such as: giardia, hypoglycemia (low sugar shock), coccidia (dormant in most live animals), kennel cough, etc... Seller does not guarantee the Dog to be free of worms as this is an ongoing process. All the Dogs are treated regularly according to our veterinarian's guidelines and worming will become the Buyer's responsibility beginning on the delivery date.. These are easily and economically treated and should they occur **SELLER SHALL NOT BE RESPONSIBLE FOR REGULAR MEDICAL EXPENSES OR OTHER COSTS THE BUYER HAS INCURRED.**

Seller cannot guarantee size, color, temperament or fertility (including presence of testicles) of any Dog. Seller cannot guarantee size or conformation and does not imply or intend to imply any potential and/or prospect of show quality of any Dog. In addition, Seller cannot guarantee that dewclaws will not re-grow and will not be responsible for any vet charges the Buyer may incur in removing dewclaws.

MISCELLANEOUS

Both parties agree that they will not disparage or denigrate each other orally, electronically, or in writing. Should Buyer make online derogatory claims. Buyer agrees to pay all fees to have negative remarks and claims removed from the world wide web. Buyer shall also be responsible for any costs should Seller need to enforce removal, including necessary attorney fees, court costs, and fees to the online company to remove the complaint. Any photographs taken by Seller are of professional quality and shall not be altered by Buyer, Seller retains all rights to such photographs. Buyer does not have permission to use these photos to sell puppy to any third party.

****Seller has the right, at any time, to stop breeding activities. In such case, no replacement Dogs will be given and this contract is null and void, no cash refunds will be given for any reason.**

THIS DOCUMENT IS A LEGALLY-BINDING CONTRACT.. ANY COURT COSTS OR ATTORNEY FEES NECESSARY TO ENFORCE THIS CONTRACT SHALL BE PAID BY THE UNDERSIGNED BUYER IN THE STATE OF IDAHO AND THE LAWS OF THE STATE OF IDAHO COUNTY OF MADISON, UNITED STATES OF AMERICA WILL GOVERN THE INTERPRETATION OF THIS CONTRACT. THIS GUARANTEE APPLIES TO THE ORIGINAL BUYER ONLY AND IS NOT TRANSFERABLE. THERE ARE NO OTHER GUARANTEES EXPRESSED OR IMPLIED EXCEPT AS CONTAINED HEREIN.

This agreement is made to protect both Buyer and Seller. Seller will do everything to reasonably insure Buyer's receipt of a healthy Dog. .

I, the Buyer of the Dog from Seller, hereby acknowledge that I have received a copy of this Agreement and acknowledge by signing below, that I have read, understand and agree to the terms of this Agreement in its entirety.

The undersigned parties acknowledge that this Agreement supersedes any prior agreements, whether oral or in writing.

Signature of Buyer: _____ Date: _____

Buyer Printed Name: _____

Signature of Seller: Neibaur Ag, LLC, dba Canyon Creek Puppies

_____ Date: _____

By: Rylee Neibaur, Authorized Member

Phone Number: _____ Email address: _____

Address (City/State): _____

Delivery Date: _____

ORDER DOG FOOD HERE: lifesabundance.com/canyoncreekpuppy