S & K Bernese Mountain Dogs

Health Warranty and Sales Contract

Breeder Stan and Karen Austin

180 CR 1038

Farwell, TX 79325

806-632-2892

Website: [www.skbernesemountaindogs.com](http://www.skbernesemountaindogs.com) Email: skbernesemountaindogs@gmial.com

THIS SECTION IS TO BE FILLED OUT BY BUYER

This agreement is made between the Breeder/Seller: S & K Bernese Mountain Dogs and the

Buyers(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Located at Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_State\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*The puppy/dog sold pursuant to the terms of this contract is as follows:*

THIS SECTION IS TO BE FILLED OUT BY BREEDER

 DESCRIPTION OF PUPPY/DOG:

Breed: Bernese Mountain Dog Birthdate\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gender: Male\_\_\_\_\_ Female\_\_

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

Purchase Price:\_\_$\_\_\_\_\_\_\_ Puppy Paid in Full/ Date\_\_\_\_\_\_\_

Delivery: Airline\_\_\_ Ground Delivery\_\_\_ Personal Pick Up\_\_\_

Date of Pick Up/Delivery:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As a responsible ethical breeder, we make every possible effort to ensure that your new puppy/dog is in excellent health at the time the puppy is released to you. The puppy/dog has received all the necessary age appropriate vaccinations, and de-wormings. The puppy/dog has been examined by our licensed Veterinarian prior to adoption which includes a fecal exam and full body exam to include (ears, eyes, mouth, heart etc...). Buyer has 3 days from date of possession of this puppy to have the puppy examined by a licensed veterinarian in order for contract to be valid.

*The following conditions apply to the sale of the puppy/dog described above:*

# MONTH CONGENITAL AND GENETIC HEALTH WARRANTY

A warranty against any congenital or genetic defects causing poor quality of life, death of or making necessary euthanasia of puppy/dog is provided for up to 12 months from birthdate of puppy/dog. Should the puppy/dog be found to have a congenital or genetic defect of a serious nature within the first year of life, Breeder must be notified during this time period.

Buyer(s) must establish proof of any congenital or genetic disorder of serious nature by providing Breeder with all necessary documents, up to date health records and x-rays from your Veterinarian along with a non associated certified specialist. Breeder has the right to request a second opinion from a veterinarian or certified specialist of their choice.

Genetic eye disorders causing juvenile cataracts or blindness is covered under this health guarantee provided Buyer shows proof of genetic disorder by way of documentation through a

CERF evaluation.

A warranty for moderate to severe hip and/or elbow Dysplasia that shows physical lameness and considered serious in nature that would require corrective surgery is provided for 1 yr from birthdate of puppy/dog. Buyer(s) must provide proof of moderate to severe Dysplasia by providing Breeder with all necessary documents, health records and x-rays from Veterinarian(s) and OFA specialist. An OFA scoring of borderline to mild Dysplasia is not considered serious in nature and will not be covered.

# EXTENDED 24 MONTH GENETIC HIP/ELBOW DYSPLASIA WARRANTY

A warranty for Hip/Elbow Dysplasia requiring corrective surgery is extended for an additional 12 months (up to 2 yrs) from birthdate of puppy/dog provided the Buyer keeps their puppy on the "Highly Recommended" Nuvet supplements for the full 24-month warranty period.

For our Bernese Mountain Dog puppies we "highly recommend" your puppy take both the Nuvet Plus and NuJoint plus supplements for complete overall health and well-being of your growing puppy, however, we only require you keep your puppy on the NuJoint Plus for the full 24-month period in order for the extended warranty to be valid.

*Nuvet and NuJoint plus supplements not only help develop strong bones and joints for proper growth for growing puppies but also boost the immune system to help fight disease for dogs of any age. Your puppy/dog will be sent home with a sample of the NuVet vitamin supplement along with a NuVet pamphlet. The pamphlet will cover detailed information about the NuVet*

*Supplements as well as information about other NuVet products that are beneficial for the health of your puppy/dog.*

To order the NuVet plus and NuJoint Plus supplements please call 1-800-474-7044 and give them your order code to receive special discount pricing. There are additional discounts if you use auto ship. You can also go directly to the NuVet website www.nuvet.com to place your order.

We receive monthly statements from the Nuvet company to verify any orders made by our customers during the warranty period.

Warranty will be terminated should the puppy/dog be:

1. Allowed to become "obese" at any time during the warranty period.

 Please note that the joints, tendons and muscle structure will not be fully mature on your puppy/dog until around the age of 2 yrs. therefore, your puppy/dog should avoid high amounts of exercise, hiking, climbing stairs or running for long distances until his or her joints and joint structure are fully developed. (Swimming is a highly recommended form of exercise to keep the joints, muscles and tendons in healthy order)

1. X-ray which indicates that an injury may have occurred to caused or contributed to the Hip Dysplasia or any other joint issue.

#  COMMON PUPPY HEALTH CONDITIONS NOT COVERED

Mange, allergies or any other breed specific congenital or autoimmune system disorders that can't be tested for are not covered under this contract. Under/Over bites, Cryptorchidism (undescended testicles), Kennel Cough, ear infections, internal or external parasites are not covered under this contract. Coccidia and Giardia is a very common internal parasite that can surface in puppies very quickly due to stress from shipping and/or transition to new homes. Warranty does not cover final adult size, disposition, coloring or hypoallergenic coats.

#  SPAY AND NEUTER POLICY

 S &K Bernese Mountain Dogs highly encourages the new owner make the responsible decision to spay/neuter your puppy at an appropriate age.

#  MAINTENANCE POLICY

1. Buyer(s) agree to secure the best of Veterinarian care and attend to the physical and emotional welfare of this puppy/dog throughout his/her lifetime
2. Provide Veterinarian care at periodic intervals including regular checkups, worming, heart worm prevention and keeping vaccinations current.
3. Provide a vet recommended, high quality food and fresh water such that your puppy/dog will be well nourished and more resistant to sickness.
4. Provide suitable shelter/housing typical for its breed and be adequately protected from the elements and extreme weather conditions if it is to be kept outside.

*Please note that if the breeder or a Veterinarian were to ever suspect that the puppy/dog is being or has been abused physically or mentally, Breeder has the right to request the dog be returned to them.*

#  LIFE TIME SUPPORT AND RE HOME POLICY

S &K Bernese Mountain Dogs will be available to you for the lifetime of your puppy/dog and you may contact us at any time with questions or concerns you may have with your puppy/dog. Buyer(s) agree that if for any reason during the puppy/dog’s life, they are unable to keep or provide for their puppy/dog, they will contact the Breeder to take the puppy/dog back or seek our assistance to help in rehoming the puppy/dog. Warranties are not transferable and all shipping or delivery costs are the responsibility of the Buyer(s). *Under no circumstances shall the Buyer(s) place the puppy/dog in a Shelter, Humane Society, Dog Pound, Pet Mill or Pet Store.*

#  FINAL AGREEMENT

In order to validate this contract, the contract must be signed and returned to Breeder prior to puppy/dog pick up or delivery. The Buyer(s) signature below, indicates you have read, understand and agree to comply with policies set forth in the contract. Buyer(s) understand if any part of this contract is breached the Breeder is released from any obligations under this contract. Buyer(s) also understand that under no circumstances shall the Breeder be liable to the Buyer(s) or any third party for any consequential, incidental or special damages resulting from or in manner related to the puppy/dog. Upon execution of this contract all Veterinary care and its associated cost are the sole and exclusive responsibility of the Buyer(s).

*ANY HEALTH ISSUES THAT ARE COVERED UNDER THIS CONTRACT ARE FOR PUPPY REPLACEMENT ONLY AND BUYER(S) WILL*

*BE OFFERED ANOTHER PUPPY OF EQUAL VALUE FROM NEXT AVAILABLE LITTER. IF BUYER(S) DO NOT WISH TO TAKE THE*

*OFFERED PUPPY, THEN THE BREEDER WILL AGREE TO REIMBURSE THE BUYER(S) 1/2 OF THE INITIAL PURCHASE PRICE OF THE PUPPY ASSOCIATED WITH THIS CONTRACT.* ***BREEDER IS NOT RESPONSIBLE FOR ANY VETERINARY COST INCURRED AND BUYER(S) ARE RESPONSIBLE FOR ALL SHIPPING COST FOR REPLACEMENT PUPPY.***

*BUYERS SIGNATURE*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *DATE*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*BREEDERS SIGNATURE*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*DATE*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_