Livingstone Kennels

 Kim Livingstone

763-257-2572

SALES CONTRACT/HEALTH GUARANTEE

Gender \_\_\_\_\_Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB\_\_\_\_\_\_\_\_ Color\_\_\_\_\_\_\_\_\_\_\_\_

Date of sale/possession\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Purchase price\_\_\_\_\_\_\_\_\_\_

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

Buyer’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

My puppies are not an “industry”. Please know, any dog which I place in a new home will ALWAYS have a home here. If for some reason you are no longer able to care for your dog , please know I DO NOT want for - any reason - any puppy of mine to ever face being “given up” to a shelter, rescue or worse. I expect anyone purchasing a puppy from me to always know I’ll always have a place or find a forever home, for all of my puppies in case of need.

The purchaser agrees that this puppy will never be sold, leased or given to any pet shop, animal shelter or research lab. Should purchaser decide they no longer want the puppy/dog they are to NOTIFY THE SELLER IMMEDIATELY

1. The purchaser agrees that this puppy will always receive PROMPT top-notch medical care.

 A) Purchaser agrees to maintain this puppy in good health, provide routine and preventative veterinary health care including, but not limited to, periodic vaccinations, treatment for internal and external parasites and where indicated, heartworm prevention.

 B) Purchaser further agrees to provide appropriate exercise and maintain the dog’s proper weight/physical condition.

 C) Purchaser agrees to abide by all laws and regulations as to registration and licensure of their pets with the local authorities. Most veterinarian offices can help you with the appropriate paperwork.

2. The purchaser has 72 hours to have the pup vet checked for life threatening diseases/congenital defects affecting the pet life of the animal, in the event your vet finds the puppy unfit for sale upon this initial exam, a second licensed vet opinion would be required and they must be documented with lab reports & or x-rays together with a written report by both licensed veterinarian’s. All costs for vet exams and treatment done are the purchaser’s responsibility. In the event the purchaser’s veterinarian finds that this puppy has a congenital defect that is life threatening and was unfit for purchase, then purchaser has choice to either keep said pup with a purchase price refund OR get a replacement pup. In the event pup is returned, purchaser is responsible for any shipping fees associated and must return all original paper work provided at time of sale - including – AKC registration papers and immunization records. UNDER NO CURCUMSTANCES WILL BREEDER BE RESPONSIBLE FOR VETERINARY BILLS THAT PURCHASER HAS INCURRED.

Your new puppy has been given age appropriate vaccinations prior to going to their new home. All vaccines are not created equal, therefor you/your vet may notice a different vaccination schedule has been followed. Do to the fact that over vaccinating can cause serious health consequences, any vaccine given before your pup is actually due for next vaccine will void this health guarantee. It is the buyer’s responsibility to set up an ongoing appropriate vaccination schedule with their vet. Seller makes a VERY strong recommendation against vaccinating puppies against Leptospirosis as it has been known to cause adverse reactions including death. Seller also recommends against vaccinating your pup for Rabies prior to 6 months old as this has been known to have very adverse reactions too.

3. Definition of life threatening genetic hereditary diseases would include – Liver, heart and kidneys. Umbilical hernia’s, retained testicles and cherry eye are common. They are neither life threatening nor necessarily genetic, however some may be a breed specific issue. These minor issues are NOT covered by seller.

Seller cannot guarantee your puppy against illnesses or opportunistic parasites brought on by stress of moving (from our home to yours), stress can ignite illnesses and parasites such as Coccidiosis and Giardia. Seller also does not guarantee your puppy to be worm free as this is an ongoing process that is out of our control after your possession of pup, all of these can be easily and economically treated by your vet.

4. This contract is not transferable to a third party should purchaser sell or give the puppy to someone else.

5. This puppy is sold as “pet quality” but may have “show potential”. However, since puppies change as they mature, breeder cannot guarantee color, size or temperament after said puppy is in the care of the buyer.

 A) Seller strongly recommends that purchaser attends obedience classes with puppy and continue to provide proper socialization opportunities.

 B) Seller shall not be held responsible for acts of puppy which are due to purchaser’s negligence in properly socializing and/or failing to train their puppy.

 C) Purchaser agrees that this puppy is NOT to be LEFT CHAINED UP IN A BACKYARD OR KEPT SOLELY IN A KENNEL FOR EXTENDED PERIODS OF TIME. This puppy is sold with the understanding that it is going to a loving family home and that purchaser avowed the puppy would become a member of the family.

6. If placed as a breeding dog, seller is not responsible for the bitches or sires ability to breed or the quality of pups or size of litters. It is buyer’s sole responsibility for bills incurred from breeding said dog.

Seller does agree to abide by the state of Minnesota law governing the sale of dogs and cats and will give a 1 year health guarantee and promise that the animal be of registerable quality for the breed. This health guarantee will extend to two years if you keep your puppy on Nu vet using order code 48900, [www.nuvet.com](http://www.nuvet.com/) 1-800-474-7044.

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 the cost of negative remarks to be removed from all online companies.

 By signing this contract you agree to conditions as stated above. No refunds will be made due to owner neglect or injury caused after animal was purchased.

The purchaser authorizes seller to take possession of puppy/dog from any humane society, rescue or private party that has found, caught or had relinquished to them the above animal. Seller will then attempt to notify purchaser, if purchaser cannot be found or no longer wants said dog, the seller is authorized to take full ownership. There will be no refunds given!

Purchaser agrees that he/she has read this contract and has been given a copy of the MN. State law governing the sale of dogs and cats and understands fully, will comply with the contract and that this contract is under jurisdiction of the state of Minnesota, Anoka county. It is agreed that the place of venue shall remain in Anoka County. Any court action shall be heard in the county of Anoka, Minnesota. The purchaser understands and agrees to the terms of this contract.

Seller’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_

Buyer’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_