Livingstone Kennels / Kim Livingstone

Sales Contract/Health Guarantee

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

Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chip # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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. In the event the owner needs to find a new home for pup/dog, the breeder will be contacted for assistance and offered the first right of refusal.

The purchaser has been advised by Livingstone kennels to carefully consider their purchase as puppies are a big responsibility and are not right for everyone and all monies paid are non-refundable except in the case of a life threatening congenital defect.

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

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.

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

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. Your pup has been wormed at 3, 5 and 7 wks. And has had age appropriate vaccinations.

The purchaser has 72 hours / three business days to have the pup vet checked for life threatening diseases/congenital defects affecting the quality of life. If any are found, they must be documented in radiographs and lab reports together with a written report by a veterinarian. All costs for vet exams and treatment done are the purchaser’s responsibility. If the purchaser’s veterinarian finds that this puppy has a congenital defect that is life threatening and was unfit for purchase, the purchaser may return pup within 72 hours along with all paperwork that was provided by seller for a refund/exchange.

In the event that purchaser/family member has an allergic reaction to new pup, pup must be returned to seller along with all paperwork that was provided by seller within 72 hours and will receive a refund of purchase price.

UNDER NO CURCUMSTANCES WILL BREEDER BE RESPONSIBLE FOR VETERINARY BILLS THAT PURCHASER HAS INCURRED.

Seller warrants the health of the puppy for the first year of life against any genetic heredity life-threatening genetic defects involving the heart, liver and kidneys, if during this first year a identified genetic life-threatening defect has been found a replacement pup or refund will be given. In the unlikely event of death occurred a necropsy must be performed by a licensed veterinarian and a copy of the report forwarded to seller for review by sellers veterinarian before determining if a replacement/refund is to be made. Umbilical hernia’s, retained testicles, cherry eye and luxating patella’s (small dogs) are common. They are neither life threatening nor necessarily genetic, however some may be more common in certain breeds. These minor issues are not covered by breeder. Seller cannot guarantee the puppy against illnesses or opportunistic parasites brought on by the stress of moving for our home to yours. Shipping or motion sickness resulting from being transported. Stress can ignite illnesses and opportunistic parasites such as hypoglycemia ( sugar drop ) or cocccidia ( dormant in most live animals ) or Giardia. Seller also does not guarantee the puppy to be worm free as this is an ongoing process that once dog is out of our control is the responsibility of the buyer. These are easily and economically treated and should they occur seller shall not be responsible for costs associated with medical expenses or treatment that buyer has incurred.

Puppies change as they mature, breeder cannot guarantee color, size or temperament after said pup is in the care of buyer.

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

 This puppy is sold as pet quality and buyers understand that by signing this contract, they are obligated to have their pup spayed/neutered by 1 year old. Above contract will be null and void if

Used for breeding purposes.

Occasionally breeder will accept pups to be sold for show or breeding. If this is the case

Breeder will sign off on the spay/neuter contract here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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.

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.

Both parties agree that they will not disparage or denigrate each other orally, electronically or in writing. Should by either party do so, they agree to pay the cost of removal of negative comments to be removed from the world wide web and all expenses such as enforcement including sellers necessary attorney fees, court costs and fees to the online company to remove derogatory complaints.

Seller may accept credit cards as a convenience to the buyer, Buyer agrees that there are no chargebacks or disputes will be filed through a credit card company or financial institution. If for any reason legal action needs to be taken buyer shall be responsible for all reasonable expenses of such enforcement including Sellers necessary attorney fees, court costs and travel expenses.

Seller is in compliance with all state and county laws and AKC regulations and makes every effort to ensure that your puppy is healthy at time of transfer, we will not allow a puppy to leave until we are certain the pup is ready for the trip to your home and has passed a licensed veterinarian health inspection is free from any illnesses and is eating quite well on its own. Seller has provided you with a copy of the state law of Minnesota governing the sale of dogs and cats. A 1 year health guarantee and promise that the animal be of registerable quality for its breed.

 This health guarantee will extend to two years if you keep your puppy on nuvet using order code 48900

 [www.nuvet.com](http://www.nuvet.com/) 1-800-474-7044.

 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 breeder 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. Breeder will then attempt to notify purchaser, if purchaser cannot be found or no longer wants said dog, the breeder is authorized to take full ownership. There will be no refunds given!

Purchaser agrees that he/she has read all 3 pages of this contract and has been given a copy 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.

I the buyer of puppy from Livingstone Kennels hereby acknowledge that I have received a copy of this contact and buy signing below I have read and understand and agree to the terms of this 3 page contract in its entirety.

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

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