

Raising Aces, LLC
Dog Health Warranty, Purchase Agreement and Spay/Neuter Contract

This AGREEMENT is made and entered into this _____ day of _____, 20____
by and between Raising Aces, LLC (hereafter known as "SELLER") and

_____ (hereafter known as "BUYER") (printed name)
for the purchase of a puppy to be determined on the day of pickup from the litter

whelped on the _____ day of _____, 20____

Gender: _____ identified by _____

SIRE: _____ AKC#: _____

DAM: _____ AKC#: _____

Referred here in after as "the PUPPY."

TERMS

This contract was voluntarily entered into, and BUYER and SELLER agree to all terms stated in this contract as witnessed by their signatures below.

The sum of : \$ 2500 Deposit of \$ 500 is due on signing of this contract, plus \$ 2000 due on day of acquiring the PUPPY.

SELLER:

Raising Aces, LLC
5300 Arrowhead Drive
Greeley, CO 80634
720-563-7765

BUYER: (printed name)

Address: _____
City/State/Zip: _____
Phone: _____

HEALTH GUARANTEE

1. SELLER guarantees that the PUPPY is in good health and has received appropriate medical inoculations, worming and care. SELLER will provide BUYER with a medical record detailing treatment the PUPPY has received under SELLER'S care, and any future care SELLER feels is essential to the PUPPY's well being.

2. The SELLER provides warranty against debilitating congenital defects for a period of 1 year after the date of the PUPPY's whelping.
 - A. SELLER has taken steps with the sire/dam selection and breeding to prevent hereditary issues.
 - B. Debilitating congenital defects are defined as those present since birth that are either life-threatening or would prevent the PUPPY from fulfilling the intended purpose for which it was purchased.
 - C. BUYER agrees to pay for and supply any requested veterinary records related to the PUPPY's condition to the SELLER within seven days of diagnosis. Any suspected debilitating congenital defect must be confirmed by a licensed veterinarian (including necropsy if the dog dies). SELLER has the right to require a second opinion from a veterinarian of the SELLER's choice at the SELLER's expense. If necropsy is performed and results are undetermined or inconclusive diagnosis, warranty is void.
 - D. If a congenital defect is identified within the warranty period, the BUYER has the option to obtain a replacement puppy from the SELLER, of equal or lesser value; SELLER will replace the PUPPY as soon as a new litter of similar size/breed is available from SELLER. Color and gender is not

guaranteed. This warranty does not include viral illnesses, infections, improper bites, stress-related illnesses, hernia, hypoglycemia, parasites (including Giardia or Coccidiosis), cancer or endocrine disorders. It also does not include any illness due to the ingestion of foreign objects, food chemicals or physical injury. NO warranties or guarantees, expressed or implied, are made under this contract except as stated.

E. This warranty is non-transferrable.

3. It is to be clearly understood, that the SELLER does NOT, under any circumstances, accept responsibility for any veterinarian and/or health care expense after BUYER takes possession of PUPPY.

4. The BUYER agrees to have the PUPPY examined by a licensed veterinarian within **three (3) business days** of taking possession of the PUPPY. BUYER will submit that medical paperwork to SELLER within one week of possession.

A. If the PUPPY is found to be in poor health, the BUYER has the option of returning the PUPPY to the SELLER, at the BUYER’s cost for a full refund.

B. The BUYER will provide a written statement from a licensed veterinarian clearly stating the defect or illness of the PUPPY.

C. If the PUPPY is not taken to a licensed veterinarian within three business days of taking possession, the health warranty is void.

SPAY/NEUTER AGREEMENT

1. BUYER agrees that the PUPPY is sold as a pet and shall not be used for breeding purposes. Buyer agrees to spay/neuter the PUPPY at or before 6 months of age. Violation of this condition will result in a \$10,000 fine plus all income made from the litters payable to the SELLER. Proof of spay/neuter in the form of a Certificate of Spay/Neuter is to be forwarded to the SELLER by 7 months of age.

TEMPERAMENT

1. SELLER strongly recommends that BUYER attend obedience classes within the first year and provide proper socialization opportunities for the PUPPY.

2. SELLER shall not be held responsible for acts of the PUPPY, which are due to BUYER’S negligence.

GENERAL

1. BUYER agrees to allow SELLER the right of first refusal should BUYER decide to sell, relinquish or transfer the PUPPY.

2. The BUYER allows the SELLER to use any pictures of the PUPPY that the BUYER posts on social media for the purposes of reposting or sharing on FaceBook, Instagram, their website, Twitter, etc.

3. BUYER and SELLER agree that this Agreement will be governed by the laws of the State of Colorado and may not be altered, modified or rescinded unless agreed to in writing by BUYER and SELLER.

BUYER

DATE

SELLER

DATE